Article 22 continued

- F. In cases of Industrial Accident or Industrial Disease, where the Company questions the physical ability of an employee, the employee shall submit to a physical examination by a qualified medical doctor satisfactory to the Company and the employee to determine his physical qualifications to perform a given job. If a medical opinion indicates the employee's physical incapacity to continue on his job, such employee may exercise his plant-wide seniority rights to displace an employee having less seniority in a job for which such incapacitated employee is then qualified.
- G. If any employee is suspended or discharged, the Union Shop Committee may request a joint investigation by the Committee and the Management. If it is mutually agreed that the employee was unjustly suspended or discharged, the employee shall be reinstated without loss of time.
- H. The Company and the Union agree that there will be no discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex or age.
- I. The Company will comply with all applicable Federal and State laws relating to re-employment of employees entering the Military Forces of the United States.

### ARTICLE 23

#### Saving Clause

If it shall be found that any portion of this agreement violates, in any particular, any part of the laws of the United States of America, such portion, or portions, of this agreement so violating such laws shall be and herby are declared to be treated as though such portion or portions had not been inserted herein and were not a part hereof.

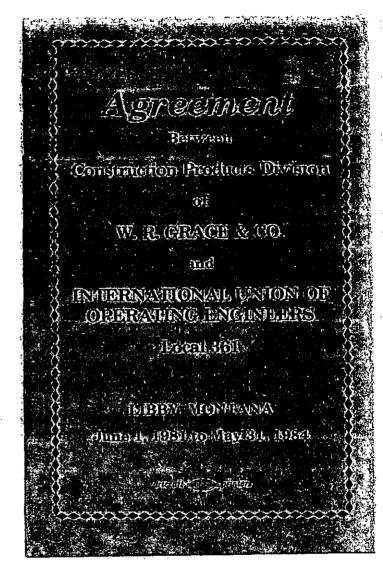
## ARTICLE 24

## Expiration and Renewal

This agreement, when signed by qualified representatives of both Company and the Union, shall become effective and shall remain in full force and effective for a period of three (3) years, that is until midnight May 31, 1981.

Upon the expiration date, this agreement shall renew itself from year to year, unless either party is given sixty (60) days written notice by registered mail, return receipt, which desires to have the same changed or modified.

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## LABOR CONTRACT

# CONSTRUCTION PRODUCTS DIVISION OF W. R. GRACE & CO.

and

### INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 361

June 1, 1981 to May 31, 1984

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#### AGREEMENT

This agreement made and entered into between CONSTRUCTION PRODUCTS DIVISION of W. R. GRACE & CO., of Libby, Montana, hereinafter referred to as the "COMPANY" and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 361, of Libby, Montana, AFFILIATED WITH THE AFL-CIO, whose name is subscribed hereto, hereinafter referred to as the "UNION."

### ARTICLE 1 General Purpose

The general purpose of this agreement is in the mutual interest of employer and employees, to provide for the operation of the plant of the employer located near Libby, Montana, under methods which will further to the fullest extent possible the safety of the employees, economy of operation, elimination of waste and protection of property. It is recognized by this agreement to be the duty of the employer and employees to cooperate fully, individually and collectively for the advancement of said conditions and both parties agree to consider all questions fairly, impartially and justly, as between the employer and employees without any discrimination and to make every reasonable effort to adjust any difference of opinion.

All masculine pronouns, titles and references in this agreement include the feminine gender.

#### **ARTICLE 2**

#### Recognition and Union Security

A. The company agrees to deal with and recognize the Union, signatory hereto, as the exclusive collective bargaining agency for all its employees doing work coming under the jurisdiction of the Union. The Company will be notified in writing of who the Shop Stewards

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and Union officials are and will be notified promptly in writing of any changes.

- B. The designated full-time Union representative who wishes to visit the Company premises for Union business shall be permitted to enter the plant when necessary with permission of the Industrial Relations Department.
- C. It is agreed that all men employed by the Company doing work coming under the jurisdiction of the Union shall be members of said Union and it is further agreed that any individual employed by the Company coming under the jurisdiction of the Union shall within a period of five (5) days from the beginning of his employment make application for membership in the Union, and shall become a member of said Union within thirty (30) days. All the new employees shall be notified of the principles of this article by the employer. The employer shall notify the Union of all employees hired the day they are hired. The above clause shall not apply to the following: Supervisors (other than working foreman), Professional and Technical employees, Office Clerical employees and Guards.
- D. No supervisory employee or other person excluded from the bargaining unit shall perform production or maintenance work covered by the occupations under this agreement but such regular work shall, however, exclude by definition supervisory duties associated with:
  - In instances when qualified employees are not immediately available as scheduled and a replacement cannot be obtained by a call-out.
  - In the instruction or training of any employee of the Company.
  - When specialized experimental or development work is required.
  - 4. Emergencies: In the event of an extreme emergency, such as fire, flood, etc., or to protect the loss of

- life, limb or serious injury to another employee, or to prevent damage to Company property.
- Logging and sampling of development and prospect drilling holes.
- E. When non-warranty maintenance work is done by a contractor on the job site, the contractor shall be accompanied by a member of the Union for the purpose of assisting and/or on-the-job training. This does not include work done on a service contract.
- F. No employee shall be discharged or discriminated against on account of Union affiliation or for upholding Union principles or rules, or working on a committee for the Union.
- G. The representative of the Union shall have the privilege of visiting the job anytime during regular working hours.

# ARTICLE 3 Company Rights

- A. Subject to the terms of the agreement, the Company has a right to operate its business, including but not limited to the right to lay off, hire, fire, and otherwise discipline its work force, sub-contract work, expand or contract departments or to introduce new or improved production methods or facilities, or to change existing production methods or facilities, and the right to make and enforce rules to carry out the functions of management.
- B. The company reserves the right to discharge or discipline any employee for just cause. If it should be decided as a result of grievance proceedings or arbitration that an employee has been improperly discharged or that any penalty imposed was improper, the Company shall reinstate such employee with such compensation and benefits as may be determined by grievance procedure or arbitration as herein provided.

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C. All department foreman and shift foreman jobs will be filled by management and will not be posted.

#### **ARTICLE 4**

#### Conditions of Employment

Subject to the terms of agreement, the Company and the Union agree that all special conditions of employment which were in existence as of May 31, 1981, will continue for the duration of this Agreement. It is specifically understood by the Company and the Union that the term "Conditions of Employment" as used in this article refer only to such items as time for coffee and similar unwritten benefits, and does not refer to or infringe upon the Company's rights.

#### **ARTICLE 5**

- A. The Union and the employee which it represents shall not engage in, authorize, or condone any slowdown, work stoppage, strike, or other interference with Company operations during the term of this Agreement.
- B. During the term of the Agreement, the Company shall not engage in any lockout.
- C. The Company agrees that there shall be no liability on the part of the Union because of any strike, slowdown or work stoppage during the term of the agreement provided that the Union shall within twenty-four (24) hours of the commencement of such strike, slowdown or work stoppage follow the steps set forth below:
  - 1. Publicly declare that the strike is unauthorized.
  - 2. Order its members to return to work, notwithstanding the existence of any wildcat picket lines.
  - 3. In good faith use every reasonable effort to terminate such unauthorized strike.

#### ARTICLE 6

#### Work Day and Work Week Definition

- A. The work day shall begin at 8:00 a.m. and the work week shall begin at 8:00 a.m. on Monday.
- B. When operating on a five-day week, it shall be the intent of the Company, barring major catastrophe or Acts of God, to start work in all departments on Monday morning. When operating on a five-day week, each employee's work schedule will be five consecutive days in the work week. If any employee is called out on his scheduled day off, it will not be necessary for him to take an alternate day off. All employees, when working five day work schedules or shift schedules, shall be rotated with consecutive days off, and their work schedule will be posted. If the employee's scheduled days off are changed within the period starting twenty-four (24) hours prior to and including the scheduled days off, he shall be paid overtime for the time he works on the formerly off-scheduled days.

# ARTICLE 7 Reporting Pay

Any employee scheduled to work and reporting at the parking lot, unless notified two hours prior to his reporting time not to report, shall receive four hours pay, except for causes beyond the direct control of the Company. Mechanical failures are not to be construed as beyond the direct control of the Company.

# ARTICLE 8 Overtime

A. All time worked in excess of eight hours in a 24-hour period, or in excess of 40 hours in the work week shall be paid for at the rate of time and one-half the regular rate of pay. All work performed on Sunday shall be paid for at the rate of time and one-half the regular rate

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of pay except that time worked from 6:00 a.m. to 8:00 a.m. on Monday.

- B. All work performed on Saturday shall be paid for at the rate of time and one-half. It is not the intent of either party to have overtime paid on overtime.
- C. If overtime work is required, employees normally employed in doing that type of work will be preferred according to seniority, in a department on the same shift, providing that they are available and that in no case will such preference, in the opinion of the Company, result in lost time or unreasonable costs. For additional help anticipated on week-end work, the Company will post a notice on Tuesday regarding this anticipated week-end overtime. Employees may sign up for week-end overtime on Tuesday and Wednesday. If those who sign up do not fill required skills, the employees may be appointed, subject to consideration by the Company of each individual's preference and seniority. The overtime list will be posted by Thursday. This does not apply to millwrights and mine maintenance crews. Upon posting of the overtime list, those employees will be considered as scheduled for week-end work and will be subject to all rules concerning absenteeism. Overtime in this paragraph is construed to be extra work and does not apply to regularly scheduled crews.
- D. In the event of call-outs, during non-scheduled working hours, overtime shall be paid from the time an employee arrives at the parking lot until he returns to the parking lot, with a minimum of four hours pay. Transportation from the parking lot to the operations is to be furnished by the Company. The employee is not expected to furnish his own transportation.

#### **ARTICLE 9**

#### Grievance Procedure and Arbitration

The Company and the Union and the individual Employees agree that all problems, complaints or

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disputes, arising over the terms and interpretation of this agreement or arising from other causes, shall be settled by the following procedures:

- 1. Any employee with a problem or complaint, shall first take it up with the immediate supervisor, or their designated representative of the department involved, either alone or with the departmental Shop Steward or his duly designated representative from the area within five (5) working days of the problem occurring. The supervisor shall give the employee an answer within five (5) working days.
- 2. If a settlement cannot be made between these parties, the grievance shall be reduced to writing and signed by the employee(s) involved and taken up with the department superintendent or his designated representative within five (5) working daysof receiving the supervisor's answer. The department superintendent shall give the employee an answer within five (5) working days.
- If a settlement cannot be made between these parties, a meeting will be arranged between the Union Shop Committee, the Company's operations manager, or his designated representative, together with any other representative of management whom the latter deems necessary to a fair consideration of the grievance. The Company shall give the Union its answer within fifteen (15) working days of the grievance meeting unless an extension is mutually agreed to.

If an employee claims to have been unjustly suspended or discharged, his written grievance shall be given to the Company within two (2) working days thereafter and shall be processed initially at Step 3 of the grievance procedure, with the meeting between Union and Company Com-

- mittee to be held within five (5) working days of the Company's receipt of the written grievance.
- 4. If agreement cannot be reached on Step 3 above, the matter may be appealed to a board of arbitration as follows:
  - a. Any grievance involving the interpretation or application of this agreement which is not settled at the completion of the grievance procedure may be submitted to arbitration by the Union within five (5) days after receipt by the Union of the Company's third step answer.
  - b. In order to initiate arbitration, the Union must notify the Company in writing of its desire to arbitrate, stating the matter to be arbitrated.
  - c. If the Company and the Union are unable to agree upon an arbitrator within five (5) days after such notice, the Federal Mediation and Conciliation Service will be requested to submit a panel of persons qualified to act as arbiter. Within ten (10) working days after these names are submitted, the arbiter shall be chosen by the Union and the Company alternately striking one name from the list. If agreement cannot be reached as to who the Arbiter shall be from the first list, the Mediation and Conciliation Service will be asked to submit a second and third list. The system of alternately striking of names by the Union and the Company will proceed until only one name remains.
  - d. The Arbiter shall give his decision within thirty (30) days after completion of the arbitration hearing, unless additional time is requested by him and agreed to by the Company and the Union.
  - e. The expenses and fee of the Arbiter shall be borne and paid one-half ( $\frac{1}{2}$ ) by the Union and one-half ( $\frac{1}{2}$ ) by the Company.

- f. Except as expressly provided in this Agreement, a decision of the Arbiter in respect to any grievance which shall properly be submitted to him shall in no case be made retro-active to any date prior to the date on which that grievance occurred and was first presented at the first step of the grievance procedure.
- g. A decision or award by the Arbiter duly rendered in accordance with law shall be final and conclusively binding upon the parties hereto and on any employee or employees affected thereby.
- h. Nothing herein shall prevent the Company and the Union from settling any matter at any time up to the final decision by the Arbiter, in which event prompt notice of such settlement shall be given to the Arbiter in writing by the parties hereto.
- The Arbiter shall have no power to add to, subtract from, or modify any of the terms of this agreement.

# ARTICLE 10 Departments

- A. The Departments of the Company are:
- Mine
   Mill
   Garage
   Loading
   Laboratory
   Construction
- 4. Sheet Metal Shop 10. Labor Pool 5. Machine Shop 11. Warehouse
- 6. Electric Shop
- B. With regard to the formation of a labor pool, the following has been agreed upon:
  - All employees hired at the Libby location shall be hired for the labor pool, which consists of common laborers. The only advancement out of the labor pool will be by bid or assignment.

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2. The Labor Pool Department shall not accumulate or exercise any privileges of department seriority.

#### **ARTICLE 11**

#### Seniority, Filling Vacancies, Leaves of Absence

A. It is the desire of the management to fill vacancies with people already working for the Company, and if possible, by people who have worked for the Company the longest. It is mutually agreed that any job in any department, whether an existing job, or a new job, is to be filled by management, subject to the following rules:

Seniority will, whether pertaining to Company or Department, mean length of service, and will begin at the time of hire and classification.

All seniority shall be considered broken if the employee:

(1) Quits, (2) is discharged for proper cause, (3) fails to report for work or if he fails to make satisfactory arrangements upon notice of recall following layoffs.

When an employee is granted time off for technical or trade training or schooling, he shall not lose his accumulated seniority, but he will not acquire any seniority for the time he is gone.

Anyone starting work under the jurisdiction of the Union can exercise no seniority rights or privileges until he has been employed thirty (30) days.

- B. In the event of a lay-off, employees will continue to retain and accumulate seniority for a period equal to the length of their continuous service with the Company at the time of lay-off, but not to exceed a period of two years.
- C. Employees unable to work by order of a Doctor of Medicine, because of an Industrial Accident incurred in service with the Company, will retain and accumulate seniority until released by a Doctor of Medicine to return to work. Upon release, an employee will be returned to his

regular job or to such job as may be available which the employee is qualified to perform. In case of sickness or accident, the employee may be required to have a written release from a Doctor of Medicine before returning to work

- D. Seniority in each particular department shall begin on the date an employee begins that job in a department, provided he qualifies for the job, at the end of the qualification period. In the case of jobs filled by bid, department seniority shall begin on the date of the expiration of the bid; providing the employee awarded the bid qualifies for the job at the end of the qualification period.
- E. In the mine department, it is understood that job seniority will prevail over department seniority only for the purpose of choice of equipment and overtime determination.
- F. Temporary vacancies in non-shift jobs may be filled for up to 30 working days by temporary transfer of the senior qualified employees desiring the position who are in the same department.

Temporary vacancies (when filled) in non-shift jobs which occur in increments of one or more work weeks and where two weeks notice is given, shall be filled by the senior qualified employees in the department desiring the position. Work to be performed at the pay rate of the vacancy. The vacancy will be posted in the department for two days.

Temporary vacancies in shift jobs where employees relieve each other and the operation must continue, may be filled by either:

- Temporary transfer of the senior qualified employee on the same shift and in the same department when eighteen (18) or more hours advance notice is given to the Company by the absent employee for up to 30 working days, or
- Assigning the work in order of preference, first to the senior employee working on the same job on

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the preceding shift; second to the senior employee working the same job on the succeeding shift; third, to the senior employee working the same job on the off shift, if any, and fourth, to any available qualified employee in the department.

- G. Any permanent vacancy in a permanent position which is filled by appointment will be posted for bid within seven (7) work days thereafter. A permanent position will be considered to be any job that is listed on the wage schedule and in addition has been worked in the past year and may be expected to exist for an indefinite period on a full-time basis.
- H. Any job classification worked for more than fifteen (15) working days shall be bid unless the position is a fill-in for an employee on vacation or off from work due to sickness or injury.
- I. A job opening will be posted on all department bulletin boards for four (4) work days, excluding the day it is posted, Saturdays, Sundays, and holidays. Departmental seniority in the department the job opening occurs will have preference over Company seniority for awarding the bid. If there are no bids from within the department, the job opening will be awarded according to Company seniority. Within fifteen (15) working days after an employee is awarded a bid, the selected employee will be transferred to the new job. After ten (10) working days of being awarded the bid, the employee will receive the higher of the two wage rates while awaiting to be transferred to his new position. Subsequent openings, if filled, will be posted for bid within seven (7) working days thereafter.
- J. Bidding: Any employee may bid for a posted job in writing and management agrees to try out from five (5) to thirty (30) days worked each man in turn according to seniority until the job is satisfactorily filled. The Company shall be the judge of the qualifications of an employee based on the necessary ability to be trained for the job. The Company shall be the judge of the

qualifications of an employee on the basis of experience and ability to fill the job. The employee awarded the bid job shall be given one (1) calendar week actually worked in which to decide whether to retain the position or to return to his former job classification. At the end of thirty (30) days worked, the job will be made permanent or the man will be returned to his former position and each man in turn goes to his former position. If the job cannot be filled by this procedure, the job will be filled in accordance with Article 10, Section B-1.

Any employee who is awarded a bid job and then rejects the job shall be, thereafter, prohibited from bidding on any other job for a period of three months.

Bulletin boards are to be furnished by the Company in all departments. The Company will be responsible for posting all bids. Upon expiration of the bid requirement term, and the awarding of the job, the Company will show on the bid notice to whom the job was awarded.

If any Union member feels that he has been treated unfairly in any case where the Company has filled a job on the basis of experience and ability, his complaint will be handled in accordance with Article 9.

The Company agrees to advise the Union Shop Committee if any temporary promotion is not made permanent and agrees to meet with the Committee to explain action taken if requested by the Committee.

K. New positions will be posted for bid within thirty (30) working days.

- L. All jobs will be subject to a thirty (30) work day tryout period.
- M. In the Mine Department, when there are spare jobs that need to be filled, they will be filled by mine supervisors on the basis of departmental seniority on a shift. When the job opening is permanent, full time, it will be posted for bid in accordance with the contract.
  - N. In the event of an extended absence of an

employee because of illness or injury, other than industrial accident, the employee will continue to retain and accumulate seniority for the period equal to the length of his continuous service with the Company at the time of beginning absence, but not to exceed a period of two years.

A job posted for bid to replace this employee's position will be posted as a "sick bid."

When an employee bids and is awarded a sick bid in a different department he shall retain all seniority rights in his former department. He will have no seniority or rights in the department of the sick bid except that if the sick bid becomes permanent, the employee's department seniority will revert to the date the sick bid is awarded.

If the absent employee does not return to work at the end of the above period, the employee filling in the sick bid will be considered as having permanently filled the position.

When the employee is able to return to work, if it is to his former position, each man in turn goes to his former position.

- O. In assigning shift work within a classification, job seniority will prevail, providing in the opinion of the Company, junior qualified employees are available to perform rotation shift assignments. Should the senior employee within the classification exercise his shift preference, he shall not be allowed to exercise this right again for six months. It is understood this will not apply to temporary fill-ins such as vacation replacements.
- P. The Company agrees to furnish to the Union a complete, up-to-date seniority list whenever changes or lay-offs are made, if requested by the Union.

#### ARTICLE 12 Leave of Absence

A. When officially requested by the Union in writing, leaves of absence without pay for the purpose of

holding elected or appointed public office or Union office for a period not to exceed one year, shall be granted to not more than three employees at any time. This number may be increased by mutual consent of the Union and the Company. These leaves may be extended for additional one-year periods upon the written request of the employee and the Union to the Company. Said employees shall continue to retain seniority during their leave of absence for the purpose of regaining employment in the same grade or below the grade he left.

- B. Other employees may be granted leaves of absence without pay by the Company for other reasons for a reasonable period of time as determined by the Company.
  - C. Maternity leave shall be granted provided:
  - 1. An employee makes a request in advance for such leave
  - An employee presents a certificate from her physician stating that the employee is physically disabled from performing her regular work.

An employee must return to work within six weeks after the termination of the pregnancy unless she presents a certificate from her physician stating that she is physically disabled from performing her regular work.

During this period she will continue to retain seniority. During her maternity leave the vacancy may be filled by posting a bid to replace this employee's position which will be posted as a "Maternity Bid."

When an employee bids and is awarded a maternity bid in a different department he shall retain all seniority rights in his former department. He will have no seniority rights in the department of the maternity bid except that if the maternity bid becomes permanent, the employee's department seniority will revert to the date the maternity bid is awarded.

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If the absent employee does not return to work at the end of the above period, the employee filling in the maternity bid will be considered as having permanently filled the position.

When the employee is able to return to work, if it is to her former position, each man in turn goes to his former position.

#### **ARTICLE 13**

#### Job Eliminations and Layoffs

- A. If it is necessary for any reason to decrease the number of employees in a department, the employee with the longest departmental seniority whose job is being eliminated will be kept at the highest grade for which he is qualified and desires to hold. The employee with the least department seniority will be transferred to the labor pool.
- B. If it is necessary to decrease the number of employees working for the Company, the employee with the least Company seniority will be laid off first.
- C. In case a job is renewed in a department, the regular procedure used in filling any job or making a promotion will be used and the job will be filled by a man from the department if possible. If the job cannot be filled from the department, it will be posted, and the regular procedure for a posted job will be used, except that if a man who was previously transferred from the job because of a job elimination bids on the job, he will be preferred, but will be subject to the tryout procedure.
- D. In the event that employees previously laid off are returned to work, the employee with the greatest Company seniority will be returned to work first, providing he reports for work within five (5) days after being notified to do so in person or by certified mail, return receipt, within five (5) days of attempt to deliver to his last known address, and providing that he is capable of performing the work. In the event that the employee

does not report for work within five (5) days after notification, all seniority rights will be terminated.

E. A production shutdown is an interruption in the production schedule of the mill, after which the previous level of activity is resumed. During the shutdown period, any work required will be assigned to employees normally employed in doing that type of work in the department according to seniority, except that senior employees in the department may bump those assigned providing they are, in the opinion of management, qualified. In the event that the work requires help, in addition to that available within the department, the additional help will be assigned by Company seniority to those employees who are, in the opinion of management, qualified to do the work.

When a temporary shutdown within a department takes place, the employee with the longest departmental seniority will be kept at the highest grade available for which he is qualified and desires to hold. When the shutdown is in increments of full work shifts, the other affected employees may bump junior labor pool employees (if qualified to take the job assigned). At the end of the temporary shutdown, all employees will return to their former positions. If the shutdown involves less than a full work shift, the other affected employees will be afforded an opportunity to complete their shifts doing other assigned work.

#### ARTICLE 14

#### Wage Classification and Rates

A. Effective June 1, 1981, the wage classification and minimum hourly wage scale for members of the Union for the period of this agreement are as follows:

#### Grade 11

Crane Operator Electrician Skilled Machinist

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Wheel End Loader Operator (To and incl. 15 c. yd.)

#### Grade 10

Construction Layout Man
Electrician
Engine Mechanic
Millwright Skilled
Steam Engineer, Licensed
Welder and Layout Man, Skilled
Wheel End Loader Operator
(Up to but not incl. 10 c. yd.)

#### Grade 9

Dozer Operator
Driller (Rotary)
Mechanic
No. 1 Operator
Patrol Operator
Pit Haul Truck Operator
(85T to and incl. 105T)
Powderman
Research Worker Skilled

#### Grade 8

Dump Dozer Operator
No. 2 Mill Operator
Ore Hauler
Ore Loader - Station
Secondary Driller
Service Mechanic
Transfer Point Operator
Welder and Layout Man Semi-Skilled

#### Grade 7

Asst. Machinist Asst. Mechanic Asst. Electrician Backhoe Operator Chief Ore Assayer Compactor Operator

Warehouse Freight Hauler
Welder and Layout Man

Grade 5
Construction Worker, Semi-Skilled
Dock Hand
Maintenance Clerk

Product Truck Driver, Scr. Pit.

Research Worker, 2nd Class

Screen Plant Asst. Operator

Steam Engineer Trainee

Construction Worker, Skilled

(Up to but not incl. 85T)

Research Worker 1st Class

Pit Haul Truck Operator

Millwright

Grade 6

Steam Engineer

Water Truck Driver

Dust Truck Driver Export Operator

Mine Lab Clerk Ore Assayer

Warehouseman

Asst. Service Mechanic

Construction Truck Driver

#### Grade 4

Electrician Helper Machinist Helper Mechanic Helper Millwright Helper Research Worker, 3rd Class Service Mechanic Helper Skip Operator Welder and Layout Man Helper

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Grade 3

Beltman Dump Man Mill Utility Man

Grade 2

Construction Worker, 1st Class Garage Cleanup Man Warehouseman Asst.

Grade 1

Common Labor

## STRAIGHT TIME HOURLY WAGE RATES

	Effective 6/1/81	Effective 6/1/82	Effective 6/1/83
Grade 11	\$10.62	\$11.39	\$12.12
Grade 10	10.49	11.26	11.97
Grade 9	10.39	11.15	11.86
Grade 8	10.22	10.97	11.66
Grade 7	10.15	10.89	11.58
Grade 6	10.08	10.82	11.50
Grade 5	10.02	10.75	11.43
Grade 4	9.95	10.68	11.36
Grade 3	9.81	10.52	11.19
Grade 2	9.75	10.46	11.13
Grade 1	9.43	10.12	10.76

The above rates are minimum and it is not the intention of this schedule to reduce any existing rates of pay.

B. There shall be an additional twenty (20¢) cents per hour for working swing shift; twenty-five (25¢) cents for working on intermediate shift, which will be defined as any shift which ends after midnight; and thirty (30¢) cents for working graveyard shift.

This additional night bonus will be paid only to those people who have been scheduled for night shift if the night shift is of four hours or more. This is not meant to apply to people who stay over or who have been called out and are on overtime pay.

- C. If an employee is assigned to a job with a higher classification or wage rate than his regular rate, he will be paid at the higher rate for the hours actually worked in the classification if the assignment is for a period of two or more consecutive hours. If any employee is temporarily transferred to a lower paid job, he shall continue to receive his regular classification of pay.
- D. When an employee is working on maintenance work and doing millwright type work, his hourly wage shall be no less than that of a millwright helper.
- E. The pay differential while assuming the additional responsibility of Foreman and Assistant Foreman will be thirty (30¢) cents for Foreman and fifteen (15¢) cents for Assistant Foreman above the highest classified employee's wage rate in the area of their responsibility.

This is not intended to alter our present arrangement of foreman and assistant foreman, or result in any relative pay decrease for anyone now so classified.

F. Mill relief shifters: It will be the intent of the Company to select and train mill shifters. These people are to be used in this capacity when it is known the regular shifters will be absent.

In line with this, those people will be classified while so working as assistant foreman and will be paid a relief shifter's rate to be set by the Company.

- G. In the event of changes in manpower requirements, due to changes in processing machinery or equipment, the Company will meet with the Union and review these changes. If such changes result in the creation of new jobs, the classification of these jobs will be established by the Company after negotiation with the Union.
- H. For those employees in Helper positions, in the event they have not been advanced in six months, and for other employees below the top classification in the department who have not been advanced in one year, the

Company will review the reasons with the employee who wishes to know why he has not been advanced. The employee's Union representative may be present at such review if requested.

I. In the Garage, Sheet Metal Shop, Machine Shop, Electric Shop, Construction Department and for those employees employed and classified in any of the Millwright classifications, the advancement or progression of the employees will be done as the Company Supervisors feel the employee has made progress in his skills and has the ability and qualifications to fill the next higher position.

### ARTICLE 15 Holidays

The following days shall be considered as "paid" holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, the Day before Christmas, and Christmas Day. In addition, there will be one additional paid holiday each year which will be a "roving" holiday to be picked by the mutual agreement of the Union and the Company between January 1-31 each year. If no agreement can be reached, Washington's Birthday will be observed as the additional "paid" holiday.

If a "paid" holiday occurs on a Sunday, the following Monday shall be recognized as the "paid" holiday. If a "paid" holiday occurs on Saturday, the Friday before shall be recognized as the "paid" holiday. New year's eve after 6 p.m. will be observed as a holiday when worked.

If the Company and the Union mutually agrees, in writing, another day may be chosen as the holiday, other than those listed, to be taken in lieu of such listed holidays.

If an employee is required to work on Easter Sunday, pay will be at the rate of three (3) times regular straight hourly wage.

All time worked during the hours of a paid holiday (from 8:00 a.m. until 8:00 a.m.) will be paid at the holiday rate.

Holiday pay shall be computed at eight (8) times the qualified employee's regular straight time hourly rate of pay. A "paid" holiday will be considered as a day worked for the purpose of computing overtime for the hours worked in excess of the 40-hour week.

Any employee qualified for a "paid" holiday who actually works on the holiday shall receive the rate of two times the actual hours worked in addition to the holiday pay.

Any employee not qualified for a "paid" holiday who actually works on the holiday shall receive the rate of two times for the actual hours worked.

To qualify for holiday pay an employee must:

Have been in the employ of the Company for at least forty-five (45) calendar days immediately preceding the "paid" holiday.

Have actually worked a minimum of forty (40) hours during the calendar month in which the "paid" holiday occurs.

Have worked four hours of the shift which was scheduled and available to him immediately prior to the "paid" holiday unless excused by the Company in writing.

Have worked four hours of the shift which was scheduled and available to him immediately after the "paid" holiday unless excused by the Company in writing.

When an employee is absent from the shifts which would qualify him for a "paid" holiday because of an injury classified as an Industrial Accident or is off work because of other illness or accident, on the written notice of a Doctor of Medicine, he will be qualified for holiday

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pay for the "paid" holidays which occur during the first ninety (90) days of absence following the date of injury or beginning of illness, providing he would be otherwise eligible.

When an employee is absent because of authorized vacation time, he will be qualified for holiday pay for the "paid" holidays which occur during the authorized absence.

The Company will notify the employees of its intent to observe holidays thirty (30) days in advance of such holidays and will post work schedules for the department five (5) calendar days in advance of the holidays. If this advance notice is not given, the employee may decide whether or not to work on the holiday if requested.

#### ARTICLE 16 Vacation Policy

- Section 1: The Company shall grant employees vacation pay under the following conditions:
  - (a) An employee who worked not less than 1200 hours during the calendar year immediately preceding January 1 of the year in which vacation is taken shall be eligible for one (1) week's vacation and shall receive one week's pay.
  - (b) An employee who worked an average of not less than 1200 hours per year during the three (3) consecutive calendar years immediately preceding January I of the year in which vacation is taken shall be eligible for two (2) week's vacation and shall receive two week's pay.
  - (c) An employee whose name was included on the Company payroll records during the six (6) consecutive calendar years (effective January 1, 1979), immediately preceding January 1 of the year in which such vacation is taken shall be eligible for three (3) week's vacation and shall receive three week's pay.

(d) An employee whose name was included on the Company's payroll records during the fifteen (15) consecutive years immediately preceding January 1 of the year in which vacation is taken shall be eligible for four (4) week's vacation and shall receive four week's pay.

(e) An employee whose name was included on the Company's payroll records during the twenty (20) consecutive calendar years (effective January 1, 1979) immediately preceding January 1 of the year in which vacation is taken shall be eligible for five (5) week's vacation and shall receive five week's pay.

In the event of a lay-off, vacation time would not be accrued during the lay-off period, unless the employee laid off had five years or more seniority at the time of the lay-off.

Employees having five years or more seniority at time of lay-off would continue to accrue vacation for six (6) months after lay-off. It shall be necessary for the employee to return to work to obtain such accumulated vacation.

Any employee unable to work by order of a Doctor of Medicine because of an Industrial Accident incurred in service with the Company, or because of other illness, shall continue to accumulate vacation for a period of six (6) months. It shall be necessary for the employee to return to work to obtain such accumulated vacation.

All paid vacations will be paid at the employee's basic straight time rate of pay. One (1) week shall be deemed to mean any seven (7) day period for which 40 straight time hours shall be paid if the Company operated 26 or less six-day weeks the previous calendar year; for which 48 straight time hours shall be paid if the Company operated 27 or more six-day weeks the previous calendar year.

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Company Company

Section 2: Vacations shall only be taken in periods of one (1) or more weeks, except that an employee may take up to one week of his vacation one day at a time, provided that such days are scheduled with the Company in advance, or employees who have four (4) or more weeks vacation earned, may take up to two weeks vacation, one day at a time, provided that such days are scheduled with the Company in advance.

After an employee has three (3) or more weeks vacation coming per year, one week per year may be saved and accumulated up to a maximum of five weeks. This accumulated vacation, when taken, must be taken at one time, that is, in a continuous period.

All employees with accrued vacation will be allowed to schedule their vacations when they choose, provided replacements are available for them during the period they are on vacation, as determined by the Company. In scheduling the dates of vacation, the Company will consider the wishes of the employee and give him as much choice as possible without jeopardy to continuous plant and departmental operation. An employee on vacation who is recalled to work will receive double time pay in addition to his vacation pay for the time worked. When a paid holiday occurs during an employee's vacation, the employee may elect to be paid for the holiday or to take another day off with pay at a time suitable to himself and the Company. Should a death occur in the family of an employee who is on vacation, the employee may use his bereavement leave and his vacation may be rescheduled at a later suitable date.

Section 3: At the time of lay-off or termination for any other reason, an employee shall be entitled to pay in lieu of vacation earned in the calendar year or years immediately preceding January I of the current year under the provisions of this Article.

At the time of resignation after one (1) calendar week's prior notice to the Company, retirement or death,

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an employee shall be entitled to pay in lieu of vacation credit accrued in the current year under the provisions of this Article, to the extent of one-twelfth (1/12) of the annual vacation for each calendar month in which such employee works 100 hours.

#### **ARTICLE 17**

#### Supplemental Industrial Accident and Sick Pay

A. Beginning June 1, 1981, a total of thirty (30) days time may be accumulated at the rate of one-half day per month. For cases that are classified as Industrial Accident cases, any accumulated time may be used beginning the day following the accident, provided the employee consulted a Doctor of Medicine on the day of the accident, and he certifies to inability to work for days missed. In cases where a Doctor of Medicine is not consulted on the day of the accident, accumulated time may be used beginning the day following the Doctor's visit, for each working day lost in which the Doctor certifies inability to work. In cases which are not classed as Industrial Accident cases, any accumulated time may be used if a work day or days are lost due to sickness or accident after consultation with a Doctor of Medicine providing a Doctor's certificate is furnished certifying as to inability to work for each day lost beginning with the first day.

Benefits due an employee from Workmen's Compensation or Company Group Insurance will be non-deductible from sick leave benefits.

New employees will begin to accumulate time on the first of the month following their employment date. In cases where time is lost, the employee will again begin to accumulate time of the first of the month following the date of his return to work. No time will be accumulated during temporary lay-offs.

The accumulated time will be paid for at the straight time rate and will be used in increments of complete days.

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This time will not be included as a day worked for the purpose of computing overtime and will not be paid unless used. A Doctor's Certificate verifying inability to work may be required for each day lost before payment will be made.

In the event of an Industrial Accident and the employee is unable to return to work that day, he will be paid for his full shift on the date of the accident.

B. Breakage of eye glasses and dentures in Industrial Accidents: The Company hereby agrees that in the event of a work-connected accident in which an employee's eye glasses or dentures are broken, the Company will reimburse the employee for the cost of replacing them to their condition just prior to the accident.

It is to be understood that the Company has the right and responsibility of investigation regarding incidents of breakage of these items. Replacement will not be made if the breakage is due to the employee's willful carelessness or negligence. The Company is to be the final judge as to whether payment will be made.

#### **ARTICLE 18**

#### Pension Retirement Plan

Effective January 1, 1976, the Company will conform to the Employee Retirement Income Security Act of 1974 (Pension Reform Act) except where a law or regulation thereto has a later effective date.

Further, effective June 23, 1978, the Pension Retirement Plan will be changed as follows:

- A. Participation in the plan for each employee begins after one (1) year of continuous employment.
- B. Employees who had waited five (5) years for participation in the plan will be retroactively granted participation in the plan after one (1) year of continuous

employment so that the new waiting period of one (1) year will apply to them.

- C. Vesting of employee pension benefits in the plan will be changed to provide that an employee's accrued benefit is 100% vested after ten (10) years of pension service.
- D. Effective January 1, 1976, all pension service prior to January 1, 1963, will be \$6.25 per employee per month. Effective June 1, 1981, all pension service from January 1, 1963, forward will be increased to \$16.00 per employee per month benefit level.
- E. Effective January 1, 1976, the Pension Plan will provide that six (6) months after an employee becomes permanently totally disabled after ten (10) years of credited pension service, he will be entitled to an accrued pension disability benefit at the then current benefit level multiplied by his years of credited pension service without an actuarial reduction.
- F. The early retirement reduction factor will be four (4) percent per year for early retirement.
- G. If an active participant should die between the ages of 55 and 65 and has been married for one year, his surviving spouse shall automatically receive a monthly benefit equal to 50% of the retirement benefit the participant would have received, with no reduction for early retirement, and no penalty for revocation of the option before retirement.
- H. Effective January 1, 1979, in conformance with the Age Discrimination in Employment Act of 1967, as amended in 1978, the mandatory retirement age for all employees covered by this Agreement will be raised from 65 to 70 years. However, the Company will pay no contributions to provide benefits under the Retirement Plan for employees past age 65, and no employee will receive pension benefit credit for time worked after the normal retirement age of 65. The Retirement Plan will

provide that no employee will receive a retirement benefit while he continues to work for the Company beyond the normal retirement age, and the Retirement Plan will provide that no employee will receive a retirement benefit until they discontinue their service for the Company.

# ARTICLE 19 Jury Duty

When an employee is required to perform jury duty, he will be reimbursed for time lost as a result of serving on the jury. From his pay, however, will be deducted the amount received for jury duty. The employee will be required to furnish a signed statement from a responsible officer of the court as proof of jury service and jury pay received.

### ARTICLE 20 Bereavement Leave

In the event of death in an employee's immediate family, which shall be defined as spouse, father, mother, sister, brother, children or grandchildren, the employee shall be entitled to leave of absence with pay at his regular classified rate for a maximum of three (3) regular scheduled work days, or in the event of death of grandfather, grandmother, father-in-law or mother-in-law, for one (1) regular scheduled work day, provided the leave of absence is taken during the period between the date of death and the day following the funeral, both inclusive, and provided further that the employee is prepared to offer valid proof of death upon request of the Company.

### **ARTICLE 21**

#### Insurance

The present insurance benefits will be continued except for the following changes:

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A. Effective June I, 1981, the dental plan will be \$25.00 deductible per family member and 80% reasonable and customary fees on all services except for dentures, inlays, gold fillings, crowns and fixed bridges which will be paid at 50% of reasonable and customary. There will be a \$1,000 maximum benefit per family member per calendar year.

#### B. Hospital Room and Board

Effective June 1, 1981, increase from \$95 per day for 31 days to average semi-private for 120 days.

- C. Hospital Miscellaneous
- Effective June 1, 1981, increase from reasonable and customary for 31 days to reasonable and customary for 120 days.
- Effective June 1, 1981, increase in-hospital physicians benefit from \$5 for 31 days to \$10 for 120 days.
- D. Surgical Schedule
- 1. Effective June 23, 1978, increase from \$720 schedule to reasonable and customary.
- E. Hospital Maternity
- Effective June 23, 1978, increase from \$500 maximum to reasonable and customary.
- F. New Born Child Care
- Effective June 23, 1978, provide coverage for New Born Child Care from after fourteen (14) days after birth to first day of birth at reasonable and customary.
- G. Major Medical

Effective June 1, 1981, increase from \$50,000 maximum with \$100 deductible per family member and \$5,000 year automatic restoration to \$100,000 maximum with \$100 deductible per family member and \$10,000 a year automatic restoration.

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- H. An employee will be eligible for group medical, life and disability benefits effective on the first day of the month following two months of continuous employment.
- I. Effective June 1, 1981, increase present life insurance benefit by \$8,000 life insurance per employee at no cost to the employee.

#### **ARTICLE 22**

#### Miscellaneous

- A. The Company agrees to furnish transportation from a designated point in Libby to and from the mine; employees to travel on their own time.
- B. It is the intent of the Company to install and make available to employees, electrical outlets for plugging in headbolt heaters, in employees' cars, at the present parking lot.
- C. During winter operations when removing snow during the night or non-scheduled operating time, at least two people will be assigned in the same vicinity.
- D. Each employee will be allowed to begin his lunch period within five hours from the start of each shift.
- E. Except where there has been at least eight (8) hours advance notification of overtime before the beginning of his reporting time, when an employee is required to work in excess of two (2) hours past his regular eight (8) hour shift, an employee will have earned and will receive a hot meal and beverage. This hot meal and beverage shall be provided on the job site between the second and third hour of overtime. This provision shall then apply every four (4) hours the employee works continuously thereafter.
- F. In cases of Industrial Accident or Industrial Disease, where the Company questions the physical ability of an employee, the employee shall submit to a physical examination by a qualified medical doctor satisfactory to the Company and the employee to

determine his physical qualifications to perform a given job. If a medical opinion indicates the employee's physical incapacity to continue on his job, such employee may exercise his plant-wide seniority rights to displace an employee having less eniority in a job for which such incapacitated employee is then qualified.

In cases which are not classed as Industrial Accident or Industrial Disease where the Company questions the physical ability of an employee, the Company may, with the approval of the Union Executive Board and the employee, request said employee to submit to a physical examination by a qualified medical doctor satisfactory to the Company and the employee to determine his physical qualifications to perform a given job. If a medical opinion indicates the employee's physical incapacity to continue his job, such employee may exercise his plant-wide seniority rights to displace an employee having less seniority in a job for which such incapacitated employee is then qualified.

- G. If any employee is suspended or discharged, the Union Shop Committee may request a joint investigation by the Committee and the Management. If it is mutually agreed that the employee was unjustly suspended or discharged, the employee shall be reinstated without loss of time.
- H. The Company and the Union agree that there will be no discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex or age.
- I. The Company will comply with all applicable Federal and State laws relating to re-employment of employees entering the Military Forces of the United States

#### ARTICLE 23 Saving Clause

If it shall be found that any portion of this agreement violates, in any particular, any part of the laws of the United States of America, such portion, or portions, of this agreement so violating such laws shall be and hereby are declared to be treated as though such portion or portions had not been inserted herein and were not a part hereof.

# ARTICLE 24 Expiration and Renewal

This agreement, when signed by qualified representatives of both Company and the Union, shall become effective and shall remain in full force and effective for a period of three (3) years, that is until midnight May 31, 1984.

Upon the expiration date, this agreement shall renew itself from year to year, unless either party is given sixty (60) days written notice by registered mail, return receipt, which desires to have the same changed or modified.

# INTERNATIONAL UNION OF OPERATING ENGINEERS—LOCAL 361

By:

Robert Wilkins Gerald E. Nelson Michael E. Brooks Elton Christianson John Starke

CONSTRUCTION PRODUCTS DIVISION W. R. GRACE & CO. LIBBY, MONTANA

By:

William J. McCaig Earl D. Lovick Luis A. Vazquez E. Wallace Moreau

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#### PART II Sick Benefit Plan

The Sick Benefit Plan is the sole responsibility of Local 361, International Union of Operating Engineers. The Company or the International Union of Operating Engineers are in no way responsible for the plan.

1. NAME OF PLAN

That the plan will be known as Operating Engineers Local No. 361 Sick Benefit Plan.

2. WHO IS ELIGIBLE FOR THE PLAN?

All Zonolite Employees or Employees of the Libby Division of W. R. Grace & Co. who are members of Local No. 361 in good standing and have their initiation fees paid in full.

3. HOW IS THE PLAN TO BE FINANCED?

Initial membership in the plan will cost \$5.00. All present members will be assessed \$5.00. All new members will pay \$5.00 at the time that they make the final payment on their initiation fee. All members will pay an additional \$2.00 per month in dues thereafter. Additional \$2.00 per month plus all membership fees will go directly into the Sick Benefit Plan fund.

4. WHO WOULD RECEIVE BENEFITS FROM THE PLAN?

Anyone who has been a member for 90 calendar days. Who is not employed because of sickness or injury. Benefits would start after five consecutive days excluding Saturdays, Sundays and Contract Holidays. The waiting period shall be waived if a member returns to work after having served the waiting period and is unable to continue working because of the same illness within 14 days of the time he returns to work. Anyone retiring on forced retirement, 62 years of age, 65 years of age, or

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because of physical disability would be entitled to \$100.00 upon retirement. Anyone entering the plan after January 1, 1968, would have to have been a member for five continuous years to be eligible for this \$100.00 retirement benefit. A doctor's certificate or statement may be demanded as proof of claim by the Treasurer of Local No. 361.

5. EXCLUSIONS:

Pregnancy will not be considered as sickness or injury and will not receive benefits.

6. HOW MUCH WOULD BE RECEIVED IN BENEFITS?

Benefits will be \$7.00 per day, five (5) days a week exluding Saturdays, Sundays and Contract Holidays.

 HOW LONG WOULD THESE BENEFITS BE RECEIVED?

Twelve weeks will be the maximum for the present. It is hoped that after a fair trial that the benefits can be increased.

8. HOW MUCH WAITING PERIOD WILL BE REQUIRED BETWEEN ILLNESS OR INJURY TO COLLECT BENEFITS?

Two years is the maximum that can be drawn on any accident or sickness without returning to work.

In the event a member is drawing weekly sick benefits upon retirement, he will continue to draw the weekly benefits for that 12-week period only and then will be given the \$100.00 retirement.

The maximum of twelve weeks or \$420.00 could be drawn once in a 12-month period.

9. IF FUNDS RUN SHORT WHAT WOULD WE DO TO REPLENISH THEM?

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There will be a special assessment of \$5.00 if the

Sick Benefit Plan fund gets below \$500.00, to be assessed on the next monthly check off.

WHO WILL BE RESPONSIBLE FOR THE

10. WHO WILL BE RESPONSIBLE FOR THE ADMINISTRATION OF THE PLAN?

The Treasurer of Local No. 361 is to take care of funds, to make all benefits payments, to keep separate books on the plan including separate bank account (that is, separate from the General Fund). Books to be audited quarterly by the local auditing committee, said committee to report to the membership at the regular meeting following audit. The Financial Secretary of Local No. 361 will collect all membership fees, and all dues and will turn same over to the Treasurer—all to be responsible to membership.

- 11. That an additional \$15.00 per month to be paid to the Treasurer each month in the form of wages to compensate for the extra work involved in taking care of this plan. Said \$15.00 to come from the Local General Fund, not from the Sick Benefit Plan Fund.
- 12. That the By-Laws of this plan can be changed by majority vote at any regular meeting of Operating Engineers Local No. 361 of the International Union of Operating Engineers providing these changes have been discussed, and notice given at two prior meetings.
- 13. For the purpose of maintaining the Sick Benefit Fund, \$2.00 of the current dues for each member of Local No. 361 each month shall be placed in the Sick Benefit Fund and is to be used for no other purpose than payment of sick benefits and the expenses necessary to operate said fund. All sick benefits, or claims shall be paid from the Sick Benefit Fund on conformity with the provisions of this plan only, and no other funds or property of Local No. 361 of the International Union of

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Operating Engineers shall be liable for the payment thereof, nor shall the Local Union be liable beyond the amount at any time available in the Sick Benefit Fund.

The above plan was approved by the office of Regional Director, James J. Twombley, and International Representative, Joe Crosswhite, and was adopted by the membership at the regular meeting November 20, 1967.

Amendments or changes to the basic plan may be substantiated by the minutes of the regular meetings of Local No. 361.

Amendments to this plan were made in accordance with Section 12 of the Plan on February 18, 1981.

Signed:

Robert E. Wilkins, President

Signed:

John D. Starke, Recording Secretary

LOCAL NO. 361, INTERNATIONAL UNION OF OPERATING ENGINEERS

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# Agreement

Between

Construction Products Division
of
W. R. GRACE & CO.

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

Local 361

LIBBY, MONTANA

June 23, 1978 to May 31, 1981

COLUMN POLITERS

WRG00820751

# LABOR CONTRACT

Construction Products Division of

W. R. GRACE & CO.

and

# INTERNATIONAL UNION OF OPERATING ENGINEERS

Local 361

June 23, 1978 to May 31, 1981

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# LABOR CONTRACT

Construction Products Division

W. R. GRACE & CO.

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# INTERNATIONAL UNION OF OPERATING ENGINEERS

Local 361

June 23, 1978 to May 31, 1981

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#### AGREEMENT

This agreement made and entered into between CONSTRUCTION PRODUCTS DIVISION of W. R. GRACE & CO., of Libby, Montana, hereinafter referred to as the "COMPANY" and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #361, of Libby, Montana, AFFILIATED WITH THE AFL-CIO, whose name is subscribed hereto, hereinafter referred to as the "UNION."

#### ARTICLE 1

#### General Purpose

The general purpose of this agreement is in the mutual interest of employer and employees, to provide for the operation of the plant of the employer located near Libby, Montana, under methods which will further to the fullest extent possible the safety of the employees, economy of operation, elimination of waste and protection of property. It is recognized by this agreement to be the duty of the employer and employees to cooperate fully, individually and collectively for the advancement of said conditions and both parties agree to consider all questions fairly, impartially and justly, as between the employer and employees without any discrimination and to make every reasonable effort to adjust any difference of opinion.

All masculine pronouns, titles and references in this agreement include the feminine gender.

#### ARTICLE 2

#### Recognition and Union Security

A. The Company agrees to deal with and recognize the Union, signatory hereto, as the exclu-

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sive collective bargaining agency for all its employees doing work coming under the jurisdiction of the Union. The Company will be notified in writing of who the Shop Stewards and Union officials are and will be notified promptly in writing of any changes.

- B. The designated full-time Union representative who wishes to visit the Company premises for Union business shall be permitted to enter the plant when necessary with permission of the Industrial Relations Department.
- C. It is agreed that all men employed by the Company doing work coming under the jurisdiction of the Union shall be members of said Union and it is further agreed that any individual employed by the Company coming under the jurisdiction of the Union shall within a period of five (5) days from the beginning if his employment make application for membership in the Union, and shall become a member of said Union within thirty (30) days. All the new employees shall be notified of the principles of this article by the employer. The employer shall notify the Union of all employees hired the day they are hired. The above clause shall not apply to the following: Supervisors (other than working foreman), Professional and Technical employees, Office Clerical employees and Guards.
- D. No supervisory employee or other person excluded from the bargaining unit shall perform production or maintenance work covered by the occupations under this agreement but such regular work shall, however, exclude by definition supervisory duties associated with:
  - In instances when qualified employees are not immediately available as scheduled,

- and a replacement cannot be obtained by a call-out.
- In the instruction or training of any employee of the Company.
- When specialized experimental or development work is required.
- Emergencies: In the event of an extreme emergency, such as fire, flood, etc., or to protect the loss of life, limb or serious injury to another employee, or to prevent damage to Company property.
- E. When non-warranty maintenance work is done by a contractor on the job site, the contractor shall be accompanied by a member of the Union for the purpose of assisting and/or on-the-job training. This does not include work done on a service contract.

#### . ARTICLE 3

#### Company Rights

- A. The Company reserves the right to discharge or discipline any employee for just cause. If it should be decided as a result of grievance proceedings or arbitration that an employee has been improperly discharged or that any penalty imposed was improper, the Company shall roinstate such employee with such compensation and benefits as may be determined by grievance procedure or arbitration as herein provided.
- B. No employee shall be discharged or discriminated against on account of Union affiliation or for upholding Union principles or rules, or working on a committee for the Union.

The representative of the Union shall have the

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privilege of visiting the job anytime during regular working hours.

C. All department foreman and shift foreman jobs will be filled by management and will not be posted.

#### ARTICLE 4

# Conditions of Employment

Subject to the terms of the Agreement, the Company and the Union agree that all special conditions of employment which were in existence as of May 31, 1978, will continue for the duration of this Agreement. It is specifically understood by the Company and the Union that the term "Conditions of Employment" as used in this article refers only to such items as time for coffee and similar unwritten benefits, and does not refer to or infringe upon the Company's right to operate its business, including but not limited to the right to lay off, hire, fire and otherwise discipline its work force, sub-contract work, expand or contract departments or to introduce new or improved production methods or facilities, or to change existing production methods of facilities, and the right to make and enforce rules te carry out the functions of management.

#### ARTICLE 5

# No-Strike, No-Lockout Clause

- A. The union and employee which it represents shall not engage in, authorize or condone any slowdown, work stoppage, strike or other interference with Company operations during the term of this Agreement.
- B. During the term of the Agreement, the Company shall not engage in any lockout.

- C. The Company agrees that there shall be no liability on the part of the Union because of any strike, slowdown or work stoppage during the term of the agreement provided that the Union shall within twenty-four (24) hours of the commencement of such strike, slowdown or work stoppage follow the steps set forth below:
  - Publicly declare that the strike is unauthorized.
  - Order its members to return to work, notwithstanding the extstence of any wildcat picket lines.
  - 3. In good faith use every reasonable effort to terminate such unauthorized strike.

#### ARTICLE 6

#### Work Day and Work Week Definition

- A. The work day shall begin at 8:00 a.m. and the work week shall begin at 8:00 a.m. on Monday.
- B. When operating on a five-day week, it shall be the intent of the Company, barring major catastrophe or Acts of God, to start work in all departments on Monday morning. When operating on a five-day week, each employee's work schedule will be five consecutive days in the work week. If any employee is called out on his scheduled day off, it will not be necessary for him to take an alternate day off. All employees, when working five day work schedules or shift schedules, shall be rotated with consecutive days off, and their work schedule will be posted. If the employee's scheduled days off are changed within the period starting twenty-four (24) hours prior to and including the scheduled days off, he shall be paid overtime for the time he works on the formerly off-scheduled days.

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#### ARTICLE 7

#### Reporting Pay

Any employee scheduled to work and reporting at the parking lot, unless notified two hours prior to his reporting time not to report shall receive four hours pay, except for causes beyond the direct control of the Company. Mechanical failures are not to be construed as beyond the direct control of the Company.

#### **ARTICLE 8**

#### Overtime

- A. All time worked in excess of eight hours in a 24-hour period, or in excess of 40 hours in the work week shall be paid for at the rate of time and one-half the regular rate of pay. All work performed on Sunday shall be paid for at the rate of time and one-half the regular rate of pay except that time worked from 6:00 a.m. to 8 a.m. on Monday.
- B. All work performed on Saturday shall be paid for at the rate of time and one half. It is not the intent of either party to have overtime paid on overtime.
- C. If overtime is work required, employees normally employed in doing that type of work will be preferred according to seniority, in a department on the same shift, providing that they are available and that in no case will such preference, in the opinion of the Company, result in lost time or unreasonable costs. For additional help anticipated on week-end work, the Company will post a notice on Tuesday regarding this anticipated week-end overtime. Employees may sign up for week-end overtime on Tuesday and Wednesday. If those who sign up do not fill required skills, the employees

may be appointed, subject to consideration by the Company of each individual's preference and seniority. The overtime list will be posted by Thursday. This does not apply to millwrights and mine maintenance crews. Upon posting of the overtime list, those employees will be considered as scheduled for week-end work and will be subject to all rules concerning absenteeism. Overtime in this paragraph is construed to be extra work and does not apply to regularly scheduled crews.

D. In the event of call-outs, during non-scheduled working hours, overtime shall be paid from the time an employee arrives at the parking lot until he returns to the parking lot, with a minimum of four hours pay. Transportation from the parking lot to the operations is to be furnished by the Company. The employee is not expected to furnish his cwn transportation.

### ARTICLE 9

# Grievance Procedure and Arbitration

- A. The Company and the Union and the individual Employees agree that all problems, complaints or disputes, arising over the terms of interpretation of this agreement or arising from other causes, shall be settled by the following procedures:
  - Any employee with a problem or complaint, shall first take it up with the immediate supervisor, or their designated representative of the department involved either alone or with the departmental Shop steward or his duly designated representative from the area within five (5) working days of the problem occurring. The supervisor shall give the employee an answer within five (5) working days.

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- 2. If a settlement cannot be made between these parties, the grievance shall be reduced to writing and signed by the employee (s) involved and taken up with the department superintendent or his designated representative within five (5) working days of receiving the supervisor's answer. The department superintendent shall give the employee an answer within five (5) working days.
- 3. If a settlement cannot be made between these parties, a meeting will be arranged between the Union Shop Committee, the Company's operations manager, or his designated representative, together with any other representative of management whom the latter deems necessary to a fair consideration of the grievance. The Company shall give the Union its answer within fifteen (15) working days of the grievance meeting unless an extension is mutually agreed to.

If an employee claims to have been unjustly suspended or discharged, his written grievance shall be given to the Company within two (2) working days thereafter and shall be processed initially at Step 3 of the grievance procedure, with the meeting between Union and Company Committee to be held within five (5) working days of the Company's receipt of the written grievance.

- 4. If agreement cannot be reached on Siep 3 above, the matter may be appealed to a board of arbitration as follows:
- a. Any grievance involving the interpretation

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- or application of this agreement which is not settled at the completion of the grievance procedure may be submitted to arbitration by the Union within five (5) days after receipt by the Union of the Company's third step answer.
- b. In order to initiate arbitration, the Union must notify the Company in writing of its desire to arbitrate, stating the matter to be arbitrated.
- c. If the Company and the Union are unable to agree upon an Arbiter within five (5) days after such notice, the Federal Mediation and Conciliation Service will be requested to submit the names of five (5) persons qualified to act as arbiter. Within ten (10) days after these names are submitted, the Arbiter shall be chosen by the Union and the Company alternately striking one name from the list. If agreement cannot be reached as to who the Arbiter shall be from the first list, the Mediation and Conciliation Service will be asked to submit a second and third list. The system of alternately striking of names by the Union and the Company will proceed until only one name remains.
- d. The Arbiter shall give his decision within thirty (30) days after completion of the arbitration hearing, unless additional time is requested by him and agreed to by the Company and the Union.
- e. The expenses and fee of the Arbiter shall be borne and paid one-half (½) by the Union and one-half (½) by the Company.

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- f. Except as expressly provided in this Agreement a decision of the Arbiter in respect to any grievance which shall properly be submitted to him shall in no case be made retro-active to any date prior to the date on which that grievance occurred and was first presented at the first step of the grievance procedure.
- g. A decision or award by the Arbiter duly rendered in accordance with law shall be final and conclusively binding upon the parties hereto and on any employee or employees affected thereby.
- h. Nothing herein shall prevent the Company and the Union from settling any matter at any time up to final decision by the Arbiter, in which event prompt notice of such settlement shall be given to the Arbiter in writing by the parties hereto.
- The Arbiter shall have no power to add to, subtract from, or modify any of the terms of this agreement.

#### ARTICLE 10.

#### Departments

A. The Departments of the Company are:

l. Mine

7. Loading Dock

2. Mill

8. Laboratory

3. Garage

9. Construction

4. Sheet Metal Shop

10. Labor Pool

5. Machine Shop

11. Warehouse

6. Electric Shop

B. With regard to the formation of  $\alpha$  labor pool, the following has been agreed upon:

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- All employees hired at the Libby location shall be hired for the labor pool, which consists of common laborers. The only advancement out of the labor pool will be by bid or assignment.
- The Labor Pool Department shall not accumulate or exercise any priviledges of department seniority.

#### ARTICLE 11

#### Seniority, Filling Vacancies, Leaves of Absence

A. It is the desire of the management to fill vacancies with people already working for the Company, and if possible, by people who have worked for the Company the longest. It is mutually agreed that any job in any department, whether an existing job, or a new job, is to be filled by management, subject to the following rules:

Seniority will, whether pertaining to Company or Department, mean length of service, and will begin at the time of hire and classification.

All seniority shall be considered broken if the employee:

(1) Quits, (2) is discharged for proper cause (3) fails to report for work or if he fails to make satisfactory arrangements upon notice of recall following layoffs.

When an employee is granted time off for technical or trade training or schooling, he shall not lose his accumulated seniority, but he will not acquire any seniority for the time he is gone.

Anyone starting work under the jurisdiction of the Union can exercise no seniority rights or privi-

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ledges until he has been employed thirty (30) days.

- B. In the event of a lay-off, employees will continue to retain and accumulate seniority for a period equal to the length of their continuous service with the Company at the time of lay-off, but not to exceed a period of two years.
- C. Employees unable to work by order of  $\alpha$  Doctor of Medicine, because of an industrial Accident incurred in service with the Company, will retain and accumulate seniority until released by  $\alpha$  Doctor of Medicine to return to work. Upon release, an employee will be returned to his regular job or to such job as may be available which the employee is qualified to perform. In case of sickness or accident, the employee may be required to have a written release from a Doctor of Medicine before returning to work.
- D. Seniority in each particular department shall begin on the date an employee begins that job in a department, provided he qualifies for the job, at the end of the qualification period. In the case of jobs filled by bid, department seniority shall begin on the date of the expiration of the bid, providing the employee awarded the bid qualifies for the job at the end of the qualification period.
- E. In the mine department, it is understood that job seniority will prevail over department seniority only for the purpose of choice of equipment and overtime determination.
- F. Temporary vacancies in non-shift jobs may be filled for up to 30 working days by temporary transfer of the senior qualified employees desiring the position who are in the same department.

Temporary vacancies in shift jobs where employees relieve each other and the operation must continue, may be filled by either:

- 1. Temporary transfer of the senior qualified employee on the same shift and in the same department when eighteen (18) or more hours advance notice is given to the Company by the absent employee for up to 30 working days, or:
- 2. Assigning the work in order of preference, first to the senior employee working on the same job on the preceding shift; second, to the senior employee working the same job on the succeeding shift; third, to the senior employee working on the same job on the off shift, if any, and fourth, to any eyailable qualified employee.
- G. Any permanent vacancy in a permanent position which is filled by appointment will be posied for bid within seven (7) work days thereafter. A permanent position will be considered to be any job that is listed on the wage schedule and in addition has been worked in the past year and may be expected to exist for an indefinite period on a full-time basis.
- H. Any job classification worked on a temporary basis for more than fifteen (15) working days shall be bid as a temporary position unless the position is a fill in for an employee on vacation or off from work due to sickness or injury.
- I. A job opening will be posted on all department bulletin boards for four (4) work days, excluding the day it is posted, Saturdays, Sundays, and holidays. Departmental seniority in the department the job openings occur will have preference over

Company seniority for awarding the bid. If there are no bids within the department, the job opening will be awarded according to Company seniority. Within fifteen (15) working days after an employee is awarded a bid, the selected employee will be transferred to the new job. After ten (10) working days of being awarded the bid, the employee will receive the higher of the two wage rates while awaiting to be transferred to his new position. Subsequent openings. If filled, will be posted for bid within seven (7) work days thereafter.

J. Bidding: Any employee may bid for a posted job in writing and management agrees to try out for a thirty (30) work day period each man in turn according to seniority until the job is satisfactorily filled, provided that each applicant has, in the opinion of the management, the necessary ability to be trained for the job. The Company shall be the judge of the qualifications of an employee on the basis of experience and ability to fill the job. The employee awarded the bid job shall be given one (1) calendar week actually worked in which to decide whether to retain the position or to return to his former job classification. At the end of the thirty (30) work days, the job will be made permanent or the man will be returned to his former position and each man in turn goes to his former position. If the job cannot be filled by this procedure, management may fill the job with any

Any employee who is awarded a bid job and then rejects the job shall be thereafter prohibited from bidding on any other job for a period of three months.

Bulletin boads are to be furnished by the Company in all departments. The Company will be

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responsible for posting all bids. Upon expiration of the bid requirement term, and the awarding of the job, the Company will show on the bid notice to whom the job was awarded.

If any Union member feels that he has been treated unfairly in any case where the Company has filled a job on the basis of experience and ability, his complaint will be handled in accordance with Article 9.

The Company agrees to advise the Union Shop Committee if any temporary promotion is not made permanent and agrees to meet with the Committee to explain action taken if requested by the Committee.

- K. New positions will be posted for bid within thirty (30) working days.
- L. All jobs will be subject to a thirty (30) work day tryout period.
- M. In the Mine Department, when there are spare jobs that need to be filled, they will be filled by mine supervisors on the basis of departmental seniority on a shift. When the job opening is permanent, full time, it will be posted for bid in accordance with the contract.
- N. All temporary jobs, posted as such, shall become permanent jobs after ninety (90) days. If the job ceases to exist before becoming permanent, the employee will be returned to his former position and each man in turn goes to his former position. If the job is filled from within the department and ceases to exist after becoming permanent the employee will be returned to his former position within the department and each man in turn will go to his former position. If the job is filled from outside the

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department and then ceases to exist after becoming permanent and there is no other job available in the department for which he can qualify, the employee will be transferred to the labor pool.

O. In the event of an extended absence of an employee because of illness or injury, other than industrial accident, the employee will continue to retain and accumulate seniority for the period equal to the length of his continuous service with the Company at the time of beginning absence, but not to exceed a period of two years.

A job posted for bid to replace this employee's position will be posted as a "sick bid."

When an employee bids and is awarded a sick bid in a different department he shall retain all seniority rights in his former department. He will have no seniority or rights in the department of the sick bid except that if the sick bid becomes permanent, the employee's department seniority will revert to the date the sick bid is awarded.

If the absent employee does not return to work at the end of the above period, the employee filling in the sick bid will be considered as having permanently filled the position.

When the employee is able to return to work, if it is to his former position, each man in turn goes to his former position.

P. In assigning millwrights to shift work within Millwright classifications, job seniority will prevail providing, in the opinion of the Company, junior qualified employees are available to perform rotation shift assignments. Should the senior employee within the Millwright classification exercise his shift preference, he shall not be allowed to exercise this right again for six months.

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- Q., In the laboratory, in assigning Assayers and Chief-Assayers to shift work, job seniority will prevail, providing, in the opinion of the Company, junior qualified employees are available to perform rotating shift assignments.
- R. The Company agrees to furnish the Union with a complete, up-to-date seniority list whenever changes or lay-offs are made, if requested by the Union.

## ARTICLE 12

## Leaves of Absence

- A. When officially requested by the Union in writing, leaves of absence without pay for the purpose of holding elected or appointed public office or Union office for a period not to exceed one year, shall be granted to not more than three employees at any time. This number may be increased by mutual consent of the Union and the Company These leaves may be extended for additional one-year periods upon the written request of the employees and the Union to the Company. Said employees shall continue to retain seniority during their leave of absence for the purpose of regaining employment in the same grade or below the grade he left.
- B. Other employees may be granted leaves of absence without pay by the Company for other reasons for a reasonable period of time as determined by the Company.
- C. Pregnant employees may continue working up to their seventh (7th) month of pregnancy provided they are able to meet attendance, performance and other bona fide occupational requirements. Thereafter, they may request a leave of

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absence if their pregnancy is validated upon submission of a physician's certificate until six (6) weeks after the termination of the pregnancy during which she shall continue to retain seniority. During her leave of absence, the vacancy may be filled for the term of the leave of absence and will be posted as a temporary bid. Each pregnant employee shall report the pregnancy to her supervisor at the earliest possible time. If the employee does not desire to return to work following the pregnancy, she should resign before the seventh (7th) month of pregancy.

## ARTICLE 13

## Job Eliminations and Layoffs

- A. If it is necessary for any reason to decrease the number of employees in a department, the employee with the longest departmental seniority whose job is being eliminated will be kept at the highest grade for which he is qualified and desires to hold. The employee with the least department seniority will be transferred to the labor pool.
- B. If it is necessary to decrease the number of employes in the labor pool, and there are no other available job openings in the Company, the employee with the least Company seniority will be laid off first. However, each man to be laid off may, under the direction of management, exercise company-wide seniority starting with the man in the Company with the least seniority and shall be preferred, provided he is capable of performing the work satisfactorily.
- C. In case a job is renewed in a department, the regular procedure used in filling any job or making a promotion will be used and the job will

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be filled by a man from the department if possible. If the job cannot be filled from the department, it will be posted, and the regular procedure for a posted job will be used, except that if a man who was previously transferred from the job because of job elimination bids on the job, he will be preferred, but will be subject to the tryout procedure.

D. In the event that employees previously laid off are returned to work, the employee with the greatest Company seniority will be returned to work first, providing he reports to work within five (5) days after being notified to do so in person or by certified mail, return receipts, within five (5) days of attempt to deliver to his last known address, and providing that he is capable of performing the work. In the event that the employee does not report for work within five (5) days after notification, all seniority rights will be terminated.

## ARTICLE 14

## Wage Classification and Rates

A. Effective July 23, 1978, the wage classifications and minimum hourly wage scale for members of the Union are as follows:

\$8.085

\$7.970

## Grade 11

Machinist Crane Operator Wheel End Loader Operator (To & Incl. 15 cu. yd.) Instrument Man

## Grade 10

Millwright Skilled Electrician Engine Mechanic Welder & Layout Man, Skilled

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Wheel End Loader Operator (Up to but not incl. 10 cu. yd.) Construction Layout Man  Grade 9  Powderman Mechanic Dozer Operator Driller (Rotary) No. 1 Operator	\$7.880		Mine Lab Clerk Research Worker, 2nd Class Welder & Layout Man Construction Truck Driver Export Operator Steam Engineer Trainee Product Truck Driver, Scr. Plant Ore Assayer Asst. Service Mechanic	\$7.605
Pit Haul Truck Operator (85T to & Incl. 105T) Patrol Operator		1	Grade 5  Maintenance Clerk Construction Worker, Semi-Skilled Screen Plant Ass't. Operator	\$7.550
Grade 8	\$7.730		Warehouseman	
Transfer Point Operator Welder & Layout Man Semi-Skilled Service Mechanic Dump Dozer Operator Ore Haul Driver Secondary Driller Steam Engineer, Licensed No. 2 Mill Operator Ore Loader — Station			Grade 4  Skip Operator Millwright Helper Service Mechanic Helper Machinist Helper Electrician Helper Instrument Man Helper Welder & Layout Man Helper Research Worker, 3rd Class	\$7.490
Grade 7	\$7.665		Dock Hand	
Chief Ore Assayer Research Worker 1st Class Asst. Mechanic Asst. Electrician Asst. Machinist Asst. Instrument Man Construction Worker, Skilled Millwright			Grade 3  Beltman Dump Man Mill Utility Man Tails Sled Operator  Grade 2  Wet Mill Clean Up Man	\$7.360 \$7.310
Steam Engineer Pit Haul Truck Operator (Up to but not incl. 85T)			Construction Worker, 1st Class Warehouseman Asst. Garage Cleanup Man	
·20 •			21	

## Grade 1

Common Labor

The above rates are minimum and it is not the intention of this schedule to reduce any existing rates of pay.

B. There shall be an additional fifteen (15¢) cents per hour for working swing shift; twenty (20¢) cents for working on intermediate shift, which will be defined as any shift which ends after midnight; and twenty-five  $(25\phi)$  cents for working graveyard

This additional night bonus will be paid only to those people who have been scheduled for night shift if the night shift is of four hours or more. This is not meant to apply to people who stay over or who have been called out and are on overtime pay.

C. Effective June 1, 1979, increase each wage classification seventy (70¢) cents per hour to the following minimum hourly wage scale:

Grade 11

Machinist Crane Operator Wheel End Loader Operator (To & Incl. 15 cu. yd.) Instrument Man

Grade 10 \$8.670

Millwright Skilled Electrician Engine Mechanic Welder & Layout Man, Skilled Wheel End Loader Operator (Up to but not Incl. 10 cu. yd.) Construction Layout Man

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Grade 9

\$7.025

\$8.785

Powderman Mechanic Dozer Operator Driller (Rotary) No. 1 Operator Pit Haul Truck Operator

(85T to & incl. 105T)

Patrol Operator

Grade 8

\$8.430

\$8.580

Transfer Point Operator Welder & Layout Man Semi-Skilled Service Mechanic Dump Dozer Operator Ore Hall Driver

Secondary Driller Steam Engineer, Licensed No. 2 Mill Operator Ore Loader -- Station

Grade 7

\$8.365

Chief Ore Assayer Research Worker 1st Class

Asst. Mechanic Asst. Electrician Asst. Machinist Asst. Instrument Man Construction Worker, Skilled Millwright Steam Engineer

Pit Haul Truck Operator (Up to but not incl. 85T)

Grade 6

\$8.305

Mine Lab Clerk Research Worker, 2nd Class Welder & Layout Man

Construction Truck Driver Export Operator Steam Engineer Trainee Product Truck Driver, Scr. Plant Ore Assayer Assi. Service Mechanic \$8.250 Grade 5 Maintenance Clerk Construction Worker, Semi-Skilled Screen Plant Asst. Operator Warehouseman \$8.190 Grade 4 Skip Operator Millwright Helper Service Mechanic Helper Mechanic Helper Machinist Helper Electrician Helper Instrument Man Helper Welder & Layout Man Helper Research Worker, 3rd Class Dock Hand \$8.060 Grade 3 Beliman Dump Man Mill Utility Man Tails Sled Operator \$8.010 Grade 2 Wet Mill Clean Up Man Construction Worker, 1st Class Warehouseman Asst. Garage Cleanup Man \$7.725 Grade 1 Common Labor

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D. Effective June 1, 1980, increase each wage classification seventy (70¢) cents per hour to the following minimum hourly wage scale: \$9.485 Grade 11 Machinist Crane Operator Wheel End Loader Operator (To & Incl. 15 cu. yd) Instrument Man Grade 10 \$9.370 Millwright Skilled Electrician Engine Mechanic Welder & Layout Man, Skilled Wheel End Loader Operator (Up to but not incl. 10 cu. yd.) Construction Layout Man \$9.280 Grade 9 Powderman Mechanic Dozer Operator Driller (Rotary)
No. 1 Operator Pit Haul Truck Operator (85T to & incl. 105T) Patrol Operator Grade 8 \$9,130 Transfer Point Operator Welder & Layout Man Semi-Skilled Service Mechanic

Dump Dozer Operator

Steam Engineer, Licensed

Ore Hall Driver Secondary Driller

No. 2 Mill Operator Ore Loader - Station \$9.065 Grade 7 Chief Ore Assayer Research Worker 1st Class Asst Mechanic Asst. Electrician Asst. Machinist Asst Instrument Man Construction Worker, Skilled Millwright Steam Engineer Pit Haul Truck Operator (Up to but not incl. 85T) \$9.005 Grade 6 Mine Lab Clerk Research Worker, 2nd Class Welder & Layout Man Construction Truck Driver Export Operator Steam Engineer Trainee Product Truck Driver, Scr. Plant Ore Assayer Asst. Service Mechanic \$8.950 Grade 5 Maintenance Clerk Construction Worker, Semi-Skilled Screen Plant Asst. Operator Warehouseman

\$8.890

Grade 4

Skip Operator

Millwright Helper

Machinist Helper

Service Mechanic Helper Mechanic Helper Electrician Helper Instrument Man Helper Welder & Layout Man Helper Research Worker, 3rd Class Dock Hand

Grade 3 \$8.760

Beltman

Dump Man

Mill Utility Man

Tails Sled Operator

Grade 2 \$8.710

Wet Mill Cleanup Man

Construction Worker, 1st Class

Warehouseman Asst.

Garage Cleanup Man

Grade 1 \$8.425

Common Labor

E. If an employee is assigned to a job with a higher classification or wage rate than his regular rate, he will be paid at the higher rate for the hours actually worked in the classification if the assignment is for a period of two or more consecutive hours. If any employee is temporarily transferred to a lower paid job, he shall continue to receive his regular classification of pay.

F. When an employee is working on maintenance work and doing millwright type work, his hourly wage shall be no less than that of a millwright helper.

G: The pay differential while assuming the additional responsibility of Foreman and Assistant Foreman will be thirty  $(30\rlap/e)$  cents for Foreman and fifteen  $(15\rlap/e)$  cents for Assistant Foreman above the highest classified employee's wage rate in the area of their responsibility.

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This is not intended to alter our present arrangement of foreman and assistant foreman, or result in any relative pay decrease for anyone now so classified.

H. Mill relief shifters: It will be the intent of the Company to select and train relief mill shifters. These people are to be used in this capacity when it is known the regular shifters will be absent.

In line with this, those people will be classified while so working as assistant foreman and will be paid a relief shifter's rate to be set by the Company.

- I. In the event of changes in manpower requirements, due to changes in processing machinery or equipment, the Company will meet with the Union and review these changes. If such changes result in the creation of new jobs, the classification of these jobs will be established by the Company after negotiation with the Union.
- For those employees in Helper positions, in the event they have not been advanced in six months, and for other employees below the top classification in the department who have not been advanced in one year, the Company will review the reasons with the employee who wishes to know why he has not been advanced. The employee's Union representative may be present at such review if requested.
- K. In the Garage, Sheet Metal Shop, Machine Shop, Electric Shop, Construction Department and for those employees employed and classified in any of the Millwright classifications, the advancement or progression of the employees will be done as the Company Supervisors feel the employee has made progress in his skills and has the ability and qualifications to fill the next higher position.

## **ARTICLE 15**

Holidays

The following days shall be considered as "paid" holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, the Day before Christmas, and Christmas Day. In addition, there will be one additional paid holiday each year which will be a "roving" holiday to be picked by the mutual agreement of the Union and the Company between January 1-31, each year. If no agreement can be reached, Washington's Birthday will be observed as the additional "paid" holiday.

If a "paid" holiday occurs on a Sunday, the following Monday shall be recognized as the "paid" holiday. New Year's Eve after 6 p.m. will be observed as a holiday when worked.

If the Company and the Union mutually agree, another day may be chosen as the holiday, other than those listed, to be taken in lieu of such listed

If an employee is required to work on Easter Sunday, pay will be at the rate of three (3) times regular straight hourly wage.

All time worked during the hours of a paid holiday (from 8:00 A.M. until 8:00 A.M.) will be paid at the holiday rate.

Holiday pay shall be computed at eight (8) times the qualified employee's regular straight time hourly rate of pay. A "paid" holiday will be considered as a day worked for the purpose of computing overtime for the hours worked in excess of the 40-hour week.

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Any employee qualified for a "paid" holiday who actually works on the holiday shall receive the rate of two times the actual hours worked in addition to the holiday pay.

Any employee not qualified for a "paid" holiday who actually works on the holiday shall receive the rate of two times for the actual hours worked.

To qualify for holiday pay an employee must:

Have been in the employ of the Company for at least sixty (60) calendar days immediately preceding the "paid" holiday.

Have actually worked a minimum of forty (40) hours during the calendar month in which the "paid" holiday occurs.

Have worked four hours of the shift which was scheduled and available to him immediately prior to the "paid" holiday unless excused by the Company in writing.

Have worked four hours of the shift which was scheduled and available to him immediately after the "paid" holiday unless excused by the Company in writing.

When an employee is absent from the shifts which would qualify him for a "paid" holiday because of an injury classified as an Industrial Accident or is off work because of other illness or accident, on the written notice of a Doctor of Medicine, he will be qualified for holiday pay for the "paid" holidays which occur during the first ninety (90) days of absence following the date of injury or beginning of illness, providing he would be otherwise eliaible.

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When an employee is absent because of authorized vacation time, he will be qualified for holiday pay for the "paid" holidays which occur during the authorized absence.

The Company will notify the employees of its intent to observe holidays thirty (30) days in advance of such holidays and will post work schedules for the department five (5) calendar days in advance of the holidays. If this advance notice is not given, the employee may decide whether or not to work on the holiday if requested.

## ARTICLE 16

## Vacation Policy

Section 1: The Company shall grant employees vacation with pay under the following conditions:

- (a) An employee who worked not less than 1200 hours during the calendar year immediately preceding January 1 of the year in which vacation is taken shall be eligible for one (1) week's vacation and shall receive one week's pay.
- (b) An employee who worked an average of not less than 1200 hours per year during the three (3) consecutive calendar years immediately preceding January 1 of the year in which vacation is taken shall be eligible for two (2) week's vacation and shall receive two-week's pay.
- (c) An employee whose name was included on the Company's payroll records during the six (6) consecutive calendar years (effective January 1, 1979), immediately preceding Janu-

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ary 1 of the year in which such vacation is taken shall be eligible for three (3) week's vacation and shall receive three week's pay.

(d) An employee whose name was included on the Company's payroll records during the fifteen (15) consecutive calendar years immediately preceding January 1 of the year in which vacation is taken shall be eligible for four (4) week's vacation and shall receive four week's pay.

(e) An employee whose name was included on the Company's payroll record during the twenty (20) consecutive calendar years (effective January 1, 1979) immediately preceding January 1 of the year in which vacation is taken shall be eligible for five (5) week's vacation and shall receive five week's pay.

In the event of a lay-off vacation time would

not be accrued during the lay-off period, unless the employee laid off had five years or more seniority at the time of the lay-off.

Employees having five years or more seniority at time of lay-off would continue to accrue vacation for six (6) months after lay-off. It shall be necessary for the employee to return to work to obtain such accumulated vacation.

Any employee unable to work by order of a Doctor of Medicine because of an Industrial Accident incurred in service with the Company, or because of other illness, shall continue to accumulate vacation for a period of six (6) months. It shall be necessary for the employee to return to work to obtain such accumulated vacation.

All paid vacations will be paid at the em-

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ployee's basic straight time rate of pay. One (1) week shall be deemed to mean any seven (7) day period for which 40 straight time hours shall be paid if the Company operated 26 or less six-day weeks the previous calendar year; for which 48 straight time hours shall be paid if the Company operated 27 or more six-day weeks the previous calendar year.

Section 2: Vacations shall only be taken in periods of one (1) or more weeks, except that an employee may take up to one week of his vacation one day at a time, provided that such days are scheduled with the Company in advance. Vacations cannot be accumulated and carried over into any subsequent calendar year. All employees with accrued vacation will be allowed to schedule their vacations when they choose, provided replacements are available for them during the period they are on vacation, as determined by the Company. In scheduling the dates of vacation, the Company will consider the wishes of the employee and give him as much choice as possible without jeopardy to continuous plant and departmental operation. An employee on vacation who is recalled to work will receive double time pay in addition to his vacation pay for the time worked. When a paid holiday occurs during an employee's vacation, the employee may elect to be paid for the holiday or to take another day off with pay at a time suitable to himself and the Company. Should a death occur in the family of an employee who is on vacation, the employee may use his bereavement leave, and his vacation may be rescheduled at a later suitable date.

Section 3: At the time of lay-off or termination for any other reason, an employee shall be entitled to pay in lieu of vacation earned in the calen-

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dar year or years immediately preceding January 1 of the current year under the provisions of this Article.

At the time of resignation after one (1) calendar week's prior notice to the Company, retirement or death, an employee shall be entitled to pay in lieu of vacation credit accrued in the current year under the provisions of this Article, to the extent of one-twelfth (1/12) of the annual vacation for each calendar month in which such employee works 100 hours.

## **ARTICLE 17**

## Supplemental Industrial Accident and Sick Pay

A. Beginning June 1, 1972, a total of 24 days time may be accumulated at the rate of one-half day per month. For cases that are classified as Industrial Accident cases, any accumulated time may be used beginning the day following the accident, provided the employee consulted  $\boldsymbol{\alpha}$  Doctor of Medicine on the day of the accident, and he certifies to inability to work for days missed. In cases where a Doctor of Medicine is not consulted on the day of the accident, accumulated time may be used beginning the day following the Doctor's visit, for each working day lost in which the Doctor certifies inability to work. In cases which are not classed as Industrial Accident cases, any accumulated time may be used if a work day or days are lost due to sickness or accident after consultation with a Doctor of Medicine providing a Doctor's certificate is furnished certifying as to inability to work for each day lost beginning with the first

Benefits due an employee from Workmen's Compensation or Company Group Insurance will be non-deductible from sick leave benefits.

New employees will begin to accumulate time on the first of the month following their employment date. In cases where time is lost, the employee will again begin to accumulate time on the first of the month following the date of his return to work. No time will be accumulated during temporary lay-offs.

The accumulated time will be paid for at the straight time rate and will be used in increments of complete days. This time will not be included as a day worked for the purpose of computing overtime and will not be paid unless used. A Doctor's Certificate verifying inability to work may be required for each day lost before payment will be made.

In the event of an Industrial Accident and the employee is unable to return to work that day, he will be paid for his full shift on the date of the accident.

B. Breakage of eyeglasses and dentures in Industrial Accidents: The Company hereby agrees that in the event of a work-connected accident in which an employee's eye-glasses or dentures are broken, the Company will reimburse the employee for the cost of replacing them to their condition just prior to the accident.

It is to be understood that the Company has the right and responsibility of investigation regarding incidents of breakage of these items. Replacement will not be made if the breakage is due to the employee's willfull carelessness or negligence. The Company is to be the final judge as to whether payment will be made.

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#### **ARTICLE 18**

#### Pension Retirement Plan

Effective January 1, 1976, the Company will conform to the Employee Retirement Income Security Act of 1974 (Pension Reform Act) except where a law or regulation pertaining thereto has a later effective date.

Further, effective June 23, 1978, the Pension Retirement Plan will be changed as follows:

- (a) Participation in the plan for each employee begin after one year of continuous employment.
- (b) Employees who had waited five years for participation in the plan will be retroactively granted participation in the plan after one year of continuous employment so that the new waiting period of one year will apply to them.
- (c) Vesting of employee pension benefits in the plan will be changed to provide that an employee's accrued benefit is 100% vested after ten (10) years of pension service.
- (d) Effective January 1, 1976, all pension service prior to January 1, 1963, will be \$6.25 per employee per month. Effective June 23, 1978, all pension service from January 1, 1963, forward will be increased to \$12.50 per employee per month benefit level.
- (e) Effective January 1, 1976, the Pension Plan will provide that six months after an employee becomes permanently totally disabled after ten (10) years accredited pension service, he will be entitled to an accrued pension disability benefit at the then current benefit level multi-

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plied by his years of credited pension service without an actuarial reduction.

- (f) The early retirement reduction factor will be four (4) percent per year for early retirement.
- (g) If an active participant should die between the ages of 55 and 65 and has been married for one year, his surviving spouse shall automatically receive a monthly benefit equal to 50% of the retirement benefit the Participant would have received with no reduction for early retirement, and no penalty for revocation of the option before retirement.
- Effective January 1, 1979, in conformance with the Age Discrimination in Employment Act of 1967, as amended in 1978, the mandatory retirement age for all employees covered by this Agreement will be raised from 65 to 70 years. However, the Company will pay no contributions to provide benefits under the Retirement Plan for employees past age 65, and no employee will receive pension benefit credit for time worked after the normal retirement age of 65. The Retirement Plan will provide that no employee will receive a retirement benefit while he continues to work for the Company beyond the normal retirement age, and the Retirement Plan will provide that no employee will receive a retirement benefit until they discontinue their service for the Company.

## ARTICLE 19

## Jury Duty

Si When an employee is required to perform jury duty, he will be reimbursed for time lost as

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a result of serving on the jury. From his pay, however, will be deducted the amount received for jury duty. The employee will be required to furnish a signed statement from a responsible officer of the court as proof of jury service and jury pay received.

## ARTICLE 20

## Bereavement Leave

In the event of death in an employee's immediate family, which shall be defined as spouse, father, mother, sister, brother, children or grandchildren, the employee shall be entitled to leave of absence with pay at his regular classified rate for a maximum of three (3) regular scheduled work days, or in the event of death of grandfather, grandmother, father-in-law or mother-in-law, for one (1) regular scheduled work day, provided the leave of absence is taken during the period between the date of death and the day following the funeral, both inclusive, and provided further that the employee is prepared to offer valid proof of death upon request of the Company.

## ARTICLE 21

#### Insurance

The present insurance benefits will be continued except for the following changes:

A. **Dental** — Effective June 23, 1978, increase from \$800 maximum benefit with \$25.00 deductible per family member to \$900 maximum benefit with \$25 deductible per family member and increase the conversion factor from \$8 to \$9.

This program will be on a voluntary basis. The cost will be \$4.00 per month to the employee,

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with the balance contributed by the Company.

## B. Hospital Room and Board

- 1. Effective June 23, 1978, increase from \$65/day to \$85/day.
- 2. Effective June 1, 1979, increase from \$85/day to \$90/day.
- Effective June 1, 1980, increase from \$90/day to \$95/day.

## C. Hospital Miscellaneous

 Effective June 23, 1978, increase from \$900 maximum to reasonable and customary.

#### D. Surgical Schedule

1. Effective June 23, 1978, increase from \$720 schedule to reasonable and customary.

## E. Hospital Maternity

 Effective June 23, 1978, increase from \$500 maximum to reasonable and customary.

## F. New Born Child Care

 Effective June 23, 1978, provide coverage for New Born Child Care from after fourteen (14) days after birth to first day of birth at reasonable and customary.

## G. Major Medical

- 1. Effective June 23, 1978, increase from \$25,000 maximum with \$100 deductible per family member and \$1,000 a year automatic restoration to \$50,000 maximum with \$100 deductible per family member and \$5,000 a year automatic restoration.
- .H. An employee will be eligible for group medical, life and disability benefits effec-

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tive on the first day of the month following two months of continuous employment.

## ARTICLE 22

## Miscellaneous

- A. The Company agrees to furnish transportation from a designated point in Libby to and from the mine, employees to travel on their own time.
- B. It is the intent of the Company to install and make available to employees, electrical outlets for plugging in headbolt heaters, in employees' cars, at the present parking lot.
- C. During winter operations when removing snow during the night or non-scheduled operating time, at least two people will be assigned in the same vicinity.
- D. Each employee will be allowed to begin his lunch period within five hours from the start of each shift.
- E. Except where there has been at least eight (8) hours advance notification of overtime before the beginning of his reporting time, when an employee is required to work in excess of two (2) hours past his regular eight (8) hour shift, an employee will have earned and will receive a hot meal and beverage. This hot meal and beverage shall be provided on the job site between the second and third hour of overtime. This provision shall then apply every four (4) hours the employee works continuously thereafter.
- F. In cases of Industrial Accident or Industrial Disease, where the Company questions the physical ability of an employee, the employee shall

submit to a physical examination by a qualified medical doctor satisfactory to the Company and the employee to determine his physical qualifications to perform a given job. If a medical opinion indicates the employee's physical incapacity to continue on his job, such employee may exercise his plant-wide seniority rights to displace an employee having less seniority in a job for which such incapacitated employee is then qualified.

- G. If any employee is suspended or discharged, the Union Shop Committee may request a joint investigation by the Committee and the Management. If it is mutually agreed that the employee was unjustly suspended or discharged, the employee shall be reinstated without loss of time.
- H. The Company and the Union agree that there will be no discrimination against any employee or applicant for employment because of race, creed, color, national origin, sex or age.
- I. The Company will comply with all applicable Federal and State laws relating to re-employment of employees entering the Military Forces of the United States.

#### **ARTICLE 23**

## Saving Clause

If it shall be found that any portion of this agreement violates, in any particular, any part of the laws of the United States of America, such portion, or portions, of this agreement so violating such laws shall be and hereby are declared to be treated as though such portion or portions had not been inserted herein and were not a part thereof.

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## ARTICLE 24

## Expiration and Renewal

This agreement, when signed by qualified representatives of both Company and Union, shall become effective and shall remain in full force and effective for a period of three (3) years, that is until midnight May 31, 1981.

Upon the expiration date, this agreement shall renew itself from year to year, unless either party is given sixty (60) days written notice by registered mail, return receipt, which desires to have the same changed or modified.

## INTERNATIONAL UNION OF OPERATING ENGINEERS

By: Robert Beagle
Robert Finch
S. Steven Risley
Elton Christianson
Harry Ostheller
John Starke

## CONSTRUCTION PRODUCTS DIVISION W. R. GRACE & CO.

By: R. L. Oliverio
E. D. Lovick
G. G. Vaplon

Wm. F. McCaig

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Wm. F. McCaig

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Instrance IRR BOX- BUTTER LA PROPERTY

## W. R. GRACE & CO.

INDUSTRIAL CHEMICALS GROUP
62 WHITTEMORE AVE.,CAMBRIDGE,MASS.02140

April 8, 1974

TO: Earl Lovick - Zonolite/Libby

FROM: J. Paul Cahalane

RE: Great Northern Railway Co., General Liability Insurance Continental Casualty Company, Policy Number CCP 906-04-56 April 20, 1974 thru April 20, 1977

Enclosed is the General Liability coverage for the Great Northern Railway as requested by the March 17, 1974 letter to you from J. G. Heimsjo, Superintendent of the Burlington Northern. Please forward the enclosure as requested.

J. Paul Cahalane

JPC/paj Enc.

Instrance I Re BOX- BLOTHER LAND BOX-

March 8, 1977

Re: Certificate of Insurance - Ureco, Inc. Workmen's Compensation Policy

Attached please find Certificate of Insurance for Ureco, Inc., for Workmen;s Compensation coverage.

If you should need any additional information, please feel free to contact this office.

Thank you.

Robyn Kammerer

W.R. Grace & Company 317 Mineral Avenue Libby, Montana 59923

Attention: Mr. Chuck Hummell



TO



# Alaska Pacific Assurance Company

## CERTIFICATE OF INSURANCE

## This is to Certify to

Γ

W.R. Grace & Company 317 Mineral Avenue Libby, Montana 59923

Attention: Mr. Chuck Hummell

that the following described policy or policies have been issued to

Name and Address of Insured—

Ureco, Inc. P.O. Box 70

covering in accordance with the terms thereof, at the following location(s):

TYPE OF POLICY	X*	POLICY NUMBER	POLICY PERIOD	LIMIT	S OF LIABILITY
(a) Standard Workmen's Compensation & Employers' Liability	х	1076-34806-165	10/01/76-77	\$100,000.	Statutory W. C. One Accident and Aggregate Disease
(b) General Liability					
Bodily Injury Premises-Operations Elevators				\$	Each Occurence
Independent Contractors Products				\$	Aggregate-Products
Contractual				<b>*</b>	F
Property Damage				] 🥻	Each Occurence
Premises-Operations				\$	Aggregate-Prem. Oper
Elevators				\$	Aggregate-Protective
Independent Contractors					Aggregate-Products
Products				<b>] \$</b> .	AggregateContractua
Contractual				<del></del> .	
(c) Automobile Liability					
Bodily Injury Owned Automobiles				<b>)</b>	Each Person
Hired Automobiles				<b> </b>	Lacii Ferson
Non-owned Automobiles				<b>*</b>	Each Occurence
Property Damage				) <b>¥</b>	Lacii Occurence
Owned Automobiles		·		]	
Hired Automobiles			·	<b>                                     </b>	Each Occurence
Non-owned Automobiles					
(d)					
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İ					

\*Insurance afforded only for hazards indicated by X.

It is the intention of the company that in the event of cancelation of the policy or policies by the company, ten (10) days written notice of such cancelation will be given to you at the address stated above.

ALPAC 16 REV (1-1-73)

Alaska Pacific Assurance Company

John 7. Mark 600820783

Authorized Representative

Instrance The Box- BUTTED LA BOX- BUTTED

# Campbell Galt &



Campbel Galt Newland	S <sup>o</sup> z		of Insural	9 P	ITTOCK BLOCK 21 S.W. WASHINGTON ST. ORTLAND, OREGON 9720 indicated hereunde
have been issued a Insured with broad	nd are in full for I forms of Bodil	ce and effect on the effe y Injury and Property D	ective date of this certification		
Name of Insured		INC., ET AL		<del></del>	
Mailing Address	Box_70	treet	Columbia Falls City	<u> </u>	Montana 59912 State
Policy No.	Co	ompany	Effective Da	ate	Exp. Date
CP 569489	General	I Insurance Compa	ny 12/15/7	74	12/15/77
	Cumulative I	Limits of Liability P	rovided by the above	e policies are:	
Liability other than A	lutomobile:		Automobile Liability	?!	
Bodily Injury	\$ 300,000. \$ 300,000.	each occurrence aggregate	Bodily Injury	\$ 300,000. \$ 300,000.	each person each occurrence
Property Damage	\$ 300,000. \$ 300,000.	each occurrence aggregate	Property Damage	s 100,000.	each occurrence
Combined	ę.	each occurrence	Combined		
Single Limit	\$ \$	each occurrence aggregate	Single Limit	\$	each occurrence
Workmen's Com	pensation		En	nployer's Liabi	lity
Full Coverage Under	Workmen's Comper	isation Law.	2	.p.o, or o zauo.	,
States of			\$		_Limit
celled or altered nor reduction has been n Description and/or loc	the amount of consiled to the party	verage reduced until at le to whom this certificate or work covered:		atice of such canc	ellation, alteration of Compensation policies
the terms thereof nor	does it purport to b	e a contract of insurance, By	y or policies of insurance here v issuing this Certificate of Ins olicy or policies of insurance	urance, we assume i	
Certificate issued to	W R GRACE	& CO. c/o CHUCK	HUMMELL		
155ueu w		Avenue, Libby, M			
	Dantland O	regon	,	March 8, 197	
	<del>Portianu, U</del>			CALT & NEW	LANDS Inc
Address	<del>FORTIANO, U</del>		CAMPBELL By		Mio

## SAYRE & TOSO, Inc.



## VERIFICATION OF INSURANCE

то:		W. R. GRACE c/o CHUCK HUI 317 Mineral Libby, Monta	MMELL Avenue
	We, the		by verify that the following described insurance is in force at this date, of which is insured with Underwriters at Lloyd's, London
			6 is insured with Certain Insurance Companies, London, England
			is insured with Holland-America
		of Assured:	CANYON LOGGING COMPANY OF MARTIN CITY, INC. AND URECO, INC., ET AL Box 70 Columbia Falls, Montana 59912
		ion of Risk:	
		of Insurance:	Umbrella Liability
	Policy	or Certificate No	o: H 80629
	Period	l:	From: December 15, 1976 $To:$ December 15, 1977
	Limits	of Liability:	ONE MILLION DOLLARS

This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional assured, nor does it modify in any manner the contract of insurance between the Assured and the Underwriters. Any amendment, change or extension of such contract can only be effected by specific endorsement attached thereto.

For particulars concerning the limitations, conditions and terms of the coverage you are referred to the original Policy or Policies in the possession of the Assured.

The undersigned will have no responsibility to give notice of cancellation of this insurance except to the extent specifically provided herein, nor are we Insurers, however Insurance has been placed by Sayre & Toso, Inc.

Dated at Portland, Oregon, March 8 19 77 By Willand McClain, WRG00820786

S&T 524-D (rev. 10/74. Replaces all editions of S&T 524)

Insirance The Box- Butter Company Company

This is to certify that the policies listed in this Certificate have been issued to the Named Insured by the Company designated below. This Certificate does not amend, extend or otherwise alter the terms, conditions or exclusions of such policies.

Issued To (Name and Address)

W.R. Grace Company Libby, Montana

Policy Number	Policy Term	Type of Insurance		Limits of Liability Bodily Injury				Property Damage		
		Workmen's Compensation		Statutory						
	1	Employers' Liability	\$ \$		,000	Each Person Each Accident Medical - Each Person			*** ****	
1CC982542	11-15-76/77	Comprehensive Automobile Liability		50 500		Each Person Each Occurrence	\$	250	(	
1 C Č 982 542	11-15-76/77	Comprehensive General Liability		00_		Each Occurrence Aggregate Operations Aggregate Protective	\$ \$ \$	250 250 250	), (	
<u> </u>		. Ancluding Blanket Contractual Liability	Ψ	500		Aggregate Completed Operations and Products	\$	250	, (	
A TO ME TO THE TOTAL PROPERTY OF THE PARTY O		Manufacturers' and Contractors' Liability	\$	, ,	, .	Each Occurrence Aggregate	\$		<u>, (</u> (	
		Owners', Landlords' and Tenants' Liability	\$		,000	Each Occurrence Aggregate	\$		, ( , (	
		Completed Operations and Products Liability	\$			Each Occurrence Aggregate	\$	-	, (	
		Contractual Liability	\$			Each Occurrence Aggregate	\$		),	
		Comprehensive Excess Indemnity	\$	\$ ,000 Each Occurrence		Each Occurrence	Combined Personal Injury and Property Damage			
- · · · · · · · · · · · · · · · · · · ·										
Description and location of o	perations and automobiles cove	ered:	<del></del>		····	<u>L</u>	<u> </u>			

•	<b>♦</b>
give 10 days written notice.  The Company designated below will make overy effect to another of this Company designated below will make overy effect to another of this Company.	e to
The Company designated below will make every effort to notify the holder of this Co	Certificate of any material change in or cancellation of these policies,
राह के जा कि विशेष में मिर्मार्थ में मिरम्थ में मिरम्य में मिरम्य में मिरम्य मिरम्य में मिरम्य में मिरम्य मिरम्य में मिरम्य में मिरम्य	
X UNITED STATES FIDELITY AND GUARANTY COMPANY	7
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.	losa Finlant

November 29, 1976

Walt Forbes Company -

Insirance I Re BOX - BLOTHER BOX

## HERBERICH-HALL-HARTER AGENCY, INC.

W. W. Walker Division

P.O. Box 207 • 146 North Main Street • Hudson, Ohio 44236

September 8, 1975

W. R. Grace & Company Construction Products Division P. O. Box 609 Libby, Montana 59923

Attention: Mr. Bill Dorington, Purchasing Agent

RE: S. D. Myers, Inc.
Transformer Consultants

## Gentlemen:

We have enclosed a Certificate of Insurance listing the insurance coverages for S. D. Myers, Inc. Workmen's Compensation Coverage will be verified by our insured. The insurance certificate is being sent to you as requested by S. D. Myers, Inc.

If you desire additional information, please contact our insured.

Very truly yours,

(Mrs.) M. J. Mekeal C.P.I.W.

MJM/bp

Enc.

cc: S. D. Myers, Inc.

# THE TRAVELERS Certificate of Insurance

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time.

W. R. Grace & Construction Pr P. O. Box 609 Libby, Montana	59923 rington,		2. Name and address of insured S.D. MYERS, INCO TRANSFORMER CONS P.O. BOX 3575 AKRON OHIO 4431	ULTANTS
Purchas: 3. Location of operations to wh	ing Agent ch this certificate applies			
1. Coverages For Which Insurance is Afforded	Limits of Liability		Policy Number	Policy Period**
Workmen's Compensation and Employers' Liability in the state named in item 3 hereof	.Compensation—Statutory	-	, ,	, , , ,
Bodily Injury Liability —except automobile	\$ ,000 each person			
N_cluding Protective	\$ ,000 each occurrence \$ ,000 aggregate† †Completed Operations and Products only			
Property Damage Liability —except automobile  N cluding Protective	\$ ,000 each occurrence \$ ,000 aggregate			, , , , , , , , , , , , , , , , , , ,
Bodily Injury Liability —automobile	\$ 1,000,000 each person \$ 1,000,000 each accident \$ 1,000,000 each occurrence			
Property Damage Liability —automobile	\$ 1,000,000 each accident \$ 1,000,000 each occurrence	650	)-852A393-7-COF	11-12-74/75
Liability (Bodily Injury and Property Damage)	\$ 3,000,000 each occurrence \$-1,000,000 aggregate	650	)-8524393-7-COF	11-12-74/15
Catastrophe or Excess	\$ ,000 each occurrence \$ ,000 each aggregate \$ ,000 deductible amt.		. <del>-</del> ·	
**Policy is effective and expired Description of Operations, or A TRANSFORMER OIL AND INSPECTION SALL CWNED, HIRESTORM AZOUA ATTACT The insurance afforded is subject the Productry of the Insurance afforded is subject to the Insurance afforded in Subject to the Insurance	spaces means that insurance is not affor at 12:01 A.M., standard time at the accustomobiles to which the policy applies: -REFINING INCLUDING 1:0880 (INCLUDING COMPLE), AND NON-CHARD AUTOLOGY TO THE POLICY	BU BUSTED MOBIL	the named insured as stated here ILDING OR PREMISES FRIAL INSULATOR CL OPERATIONS COVERA LES COVERAGE SUBJECT T	in.  N.O.C. 13  EANING GE 1233)  O ITEMS OF  Date 7-29- NCE COMPANY ITY COMPANY

INSIVANCE I'RE BOX- BUTTETTO LETTER

# Bind- & Issue

## **GENERAL**

## **INFORMATION**

Instructions - Please complete all unshaded areas

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LOCATION  Superior Good Fair Poor	☐ Superior ☐ Residential☐ Rood ☐ Retail ☐ Rural☐ Wholesale		HOUSEKEEPING  □ Superior □ Good □ Fair □ Poor	∫ □ Super			NEIGHBORHOOD  ☐ Improving ☐ Stable ☐ Declining		
			<del>-</del>	PERIENCE LINES					
	Year	Carrier	Policy Number	Premiums	Paid Losses	Reserves	No. of Claims	Type of Claims	
*Fire, E.C., Inland Marine and other Property Coverages	19to 19 19to 19 19to 19								
Auto Liability	19to 19 19to 19 19to 19								
Auto Physical Damage Liability	19to 19 19to 19 19to 19 19to 19				· ·				
Other Than Auto	19to 19 19to 19	i			·				
Workmen's Compensation	19to 19 19to 19 19to 19								
Fidelity	19to 19 19to 19 19to 19								
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	19to 19 19to 19 19to 19								
*Note: Where mu	Iltiple location c	redits are to be	used, loss experienc	e must be deve	loped for eac	h location.			
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WRG00820794

## SPECIAL SUPPLEMENT

# for All-Risk Contents & Reporting Policies

								ONTENTS COVER	RAGE ON	1LY			
PROGRAM and EL	IGIBILI	TY GUII	DE (√	) Check	Form &	Covera	ge desired						
☐ PACKAGE										NON-	<b>PACKAGE</b>		
ALL-PROGRAMS	r	ИLВ	MERC	CANTILE	ONLY	MLB	INDUSTR	IAL & PROC./SERV.	MLB	C	PC PROGRA	М	MLB
Reporting Form-Specif	ic Rate 1	119 All-	risk cor	itents—no	n-reportin	ıg   107	All-risk co	ntents—non-reporting	115 AI	II-risk co	ntents-non-i	eporting	607
Reporting Form—Average	ge Rate 1	120 All-	risk cor	tents-re	oorting	108	All-risk co	ntents-reporting_	116 A	II-risk co	ntents-repo	ting	608
							I I-SCHE	DILLE					
A. Schedule of Loca excess of \$10,000								by the insured and re already listed on (				a limit ii	n
1													
Limits of L				ldg,   No.			Street, Add	lress, City & State			Average va 12 mo		
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*Applicable only t	o SMP Fo	orms MLB	-108, M	LB-116, N	MLB-120,	and ML	B-60 <u>8,</u> as ind	icated above.	<del></del>				
	CON	IPLETE	ONLY	THOSE	SECTIO	NS SH	OWING TH	E FORM OF COVE	ERAGE D	DESIRE	D		
FORM							COVERAC	E					
MLB 108,120,608 ▶	\$			atar	ny other si	imilarly (	occupied or s	warehouse location de	clared at th	he incep	tion of this in	surance,	
• · · · · · · •					•	-	•	the insured for simila		•			isted
MLB 108, 119	Ψ							t of values following					
120, 608				Rep	orting Cla	use, but	this item sh	all not include propert	ty at locati	ions desc	ribed under a	ny other	item
				of th	nis Schedu	le. If the	value is not	so reported, no insura	ance attach	ies.			
MLB 116	\$			at ar	ny other le	ocation o	leclared at th	e inception of this ins	urance.				
<b>&gt;</b>	\$			at ai	ny other i	ocation	acquired by	the insured for manu	facturing, p	processi	ng or wareho	using purp	oses
MLB 116				if sp	=			n the next report of va		-		· · · · · · · · · · · · · · · · · · ·	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,						_		nis item shall not inclu		•		bed under	rany
					r Item OI	this Sche	equie. II the	value is not so reporte	a, no insur	ance att	acnes,		
D Drawatte at least													
B. Property at locat		ownea, i	easea,	-	_	-	-						
MLB 107, 115 ▶ 607, 608	\$							ations, not to exceed to be exceed to the contract of the cont			at any	one loca	tion.
	•					•	•	•					
MLB 108, 116	\$	e value at	all cuch		•		on (Maximur	n limit permitted is \$1	0,000.)				
	Averag	e value at	an such	Tocations	1431 12 11	ionina a			<del></del> '				
	Α.	PERMISSI	IBLE PI	ROPERTY	/ EXCLU	SIONS:	List categor	ies of property, if any,	, to be excl	luded fro	om coverage (	See Rules	;).
•	]						3-4	//			· - <b>a</b> * ·		
MLB 107	_				<del></del>				<del></del>				
	L												_
MLB 108	B.	INSTALL	ATION	S AT CUS	TOMERS	OR 01	HER OUTS	IDE LOCATIONS:					
		1. How	many ar	nually _									
MLB 115	) :	2. Value	of each					Maximum \$					
	:	3. Requi	ired tim	e per Insta	allation/	\verage_		Maximur	n				
MLB 116 ▶	C.	EXHIBITI	IONS:										
		1. How	many ar	nually _			Value of ea	ach-Average \$		Max	ximum \$		
		2. Durat	ion per	exhibit—A	Average _			Maximum					
	։	3. Will e.	xhibits	be held ot	her than i	n perma	nent building	gs? 🗆 Yes; 🗀 No; If "	'yes", expl	ain fully	/:		
								Underwriter's Labora	tories Cert	ificate	No. of		
	Loc.	Type of	Local		Class	Install (1,2	Keys With		Eunis-4	tion	Watchmen When	Central Station	Clock
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DEVICES	$\vdash$	<del></del>		1	<b></b>		···						

WRG00820795

## LIABILITY

A. DIVIC	DED LIMIT	TS PLAN					· · · · · · · · · · · · · · · · · · ·	
1. 🗆 OTHE	R THAN A	UTO						
□ <b>c</b> o	V. A — BOD	OILY INJURY			each occu	rrence	<u></u>	aggregate
□ <b>co</b>	V. B – PRO	PERTY DAMAGE			each occu	rrence		aggregate
<del></del>			<del></del>					<del></del>
2. 🗆 AUTO								
		OILY INJURY			each perso		ea	ch occurrence
□ CO	V. D – PRC	PERTY DAMAGE			each occu	rrence		
	<del> </del>							
	BIMED FIL	MITS PLAN			Check coverages d	esired below		
		each occ	currence		ER THAN AUTO	<del></del>	AUTOMOB	
			l	COV. A	.—В1 🗀 COV. В-	-PD	C-B1 🔁 C	OV. DPD
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(√) LI/	ABILITY CO	VERAGE	□ BLANKET			□ COMMERC		ORICE
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			□ SCHEDUL	ELIABILITY	•	☐ DEALERS	OPEN	
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4-10-41	V. E – PRE			<b>\$500</b>	anah wassa		010, 000	each accident
	V. E – PRE V. F – AUT			<del>52,000</del>	each perso		@10,000	each accident
	V. F – AUI	OMOBILE	<del></del>		each perso	)(1)		
₩ COV	F — Designa	tion of person insured						
□ PERS	ONAL INJII	ition of person insured	<del>300,000 -</del>		h person aggregate			eral aggregate
	NSE GROUPS	··· —	<u>\$</u>		☐ C — Wrongful Evict			ierar aggregate
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(. 0	iditidatory in	certain otates, 12	·	'	den decident i .b.			<del></del>
Design	nation of per	son insured						
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XX LOCA				<del></del>	LIMIT S	3	<del></del>	
		ON-OWNERSHIP - WI	nat is the TO	TAL numbe	of EMPLOYEES?			
		se their own autos in be			CL 1.			
	CLASS 1	DRIVERS LICENSE NO	IS PRIMAR	Y INS.	NAME OF CO.	POLICY NO.	LIMITS	EXPIRATION
	CEA33 1	BRIVERS EIGENSE INC	CARRII			102,01110.	Ciwiiis	DATE
			☐ YES ☐					
			☐ YES [					
		<del> </del>	☐ YES [					
			☐ YES [	ON L				
What contro	ls does appl	icant have to assure ade	quate limits a	are carried b	y Class 1 employee	s?		
□ HIRE	D AUTOMO	BILES						
TYPES HIRED	PRINCIPAL	GARAGING OR LOCATI	ONS WHERE	AUTOMOBIL	ES WILL BE USED	USE OF AUTOMOR	ILES ESTI	MATED ANNUAL OST OF HIRE
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⊔ 8L/	ANKE I CON	FRACTURAL						each accident
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3.								

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5	1967	DODAD	36 Pass	£3581732939
5	1967	DODGE	36 Pass	<b>37317</b> 35349
4	1967	DODGE	25 PASS	3701733322
5	1970	DODOD	36 Dass	36717105
6	1952	Inc	fj(Tie)	L13016439
7	1934	Jeep	VACOULTE	141419604
c8	1974	CHRISTIN	DEN KOLTER	<b>6823</b> 24 <b>€17</b> 6595
9		SULDOD	SED CAR	40 EP
10		SICIDOO	SETOT CAT	20 EP
11	1975	DODGE	<b>139</b>	877EB3025142
12	1975	DODGE	Des .	877E55023144

o who Chrystor to the easy vontate out the comprehensive (Δ6V) and Collision (3100 Ded.)

Voltalo # 11 A #12 - P. S. A CAC and 0500. Dod. Coll.

Insirance IRR BOX- BLUTTER LANGE TO STATE OF THE STATE OF

### CERTIFICATE OF INSURANCE

This is to certify that the policies listed in this Certificate have been issued to the Named Insured by the Company designated below. This Certificate does not amend, extend or otherwise alter the terms, conditions or exclusions of such policies.

Issued To (Name and Address)



W.R. Grace Libby, Montana

Named Insured and Address:

Harris Drilling, Inc. and H.W. Harris Box 784 - Mills, Wyoming

Pelicy Number	Policy Term	Type of Insurance	Limits of Liability  Bodily Injury Property Damage
		Workmen's Compensation	Statutory
		Trothinen a compensation	\$ ,OOO Each Person
		Employers' Liability	\$ ,000 Each Accident
	ļ		\$ ,000 Medical - Each Person .
100/5005		Comprehensive Automobile	\$ 2.50 . OOO Each Person
1CC672325	11-15-74/75	Liability	\$ 500,000 Each Occurrence \$ 250,00
1CC672325 11-15-74/75	Comprehensive General	\$ 500,000 Each Occurrence \$ 2,50,00	
	Liability	Aggregate Operations \$ 250 .00	
~·		Including Blanket	Aggregate Protective \$ 250,00
		Including Blanket Contractual Liability	Aggregate Completed
			\$ 500 ,000 Operations and Products \$ 250 ,00
		Manufacturers' and	\$ ,000 Each Occurrence \$ ,00
,		Contractors' Liability	Aggregate \$ .00
	-	Owners', Landlords' and	\$ ,000 Each Occurrence \$ - ,00
		🌫 - Tenants' Liability	Aggregate \$ ,00
· · · · · · · · · · · · · · · · · · ·		Completed Operations and	\$ ,000 Each Occurrence \$ ,00
·		Products Liability	\$ ,000 Aggregate \$ ,00
		Contractual Liability	\$ ,000 Each Occurrence \$ ,00
			Aggregate \$ ,OO
		Comprehensive Excess	\$ ,000 Each Occurrence Combined Personal Injury and
	•	Indemnity	\$ ,OOO Aggregate Property Damage
	}		

Description and location of operations and automobiles covered:

All owned, hired and non-owned automobiles

Drilling, Code 17755 ---
Continental U.S.A.

give 10 days written notice to

The Company designated below will make every affort to notify the holder of this Certificate of any material change in or cancellation of these policies, bet seemed no representative to the control of these policies,

- IN UNITED STATES FIDELITY AND GUARANTY COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Date October 15, 1974

wedne Leocal

Walt Forbes Company - Casper, Wyoming

Gen. 348<sup>3</sup>(1-73)

and Visita Visita Visita Visita V

WRG00820799

Instrance The Box- BLOTTE BOX- BLOTTER

COMPREHENSIVE EXCESS INDEMNITY POLICY

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	Bullimere, Mai	Tland & State of the State of t	
O Branch Office: Helena			
Co., B.O., and Agency Code 1 28-0243	SCALUUNZA MARKA	A TYPE TO BE THE	POLICY NO. CEP 6429
Agent or Broker Lincoln Ins. Ag	encres		
Libby, Montana	Presidance and		REHEWS, CEP NOW
B	Section 1. DECL	ARATIONS	er 6-18 □ SUBJECT TO AUDI
1.1 Named Insured:		The state of the s	AND THE PROPERTY OF THE STREET OF THE STREET
1.1 Nameu anduca	Uithof, Inc.		
Address (Number, Street, City,	Table range		
	Libby, Lincoln		
(Show address of Insured first named)	County, Montana	797c3、『A.J. J. A.J. J.	
1.2 Policy Period: From Way 6 32076	to 1	The Committee of the Co	TO SHAPE THE STATE OF THE STATE
12 Policy Period: From May 6, 1976	(12:01 A.M. standard time at the ad	dress stated in Section 1.1)	
1.3 Premium: Premium Basis 🛴 Estimated Annual Exp	sore Rate per:	Estimated Annual Premium	Annual Minimum Premium Advance Premium
The state of the s	\$	\$ 7050 00	\$ 500.00 \$1050.00
Audit Period: (Annual, unless otherwise designated)	Semi-annually 🔲 Quarter	ly ". [] Monthly	
2 1.4 Retained Limit: \$	1.5 Occurrence Limit: \$		gate Limit: \$ 100 configuration of the configuratio
1.7. Schedule of Underlying Insurance (may be continued	on Supplementary Schedule):	A. P. (1) A. P. (1) A. P. (1) A. P. (2)	
Policy No. Policy Period	Insurer	Description	Limits or Amounts of Insurance
Continuous St	ate of Montana		nsation Statutor900 Coverage B
		and Employers' Liability	Lienstallia kantan kantan kerala
	The state of the state of	The second of the second of the second	
MP 25021 5-6-76-77	USFAG WAR	General Liability	Bodily Injury Liability
			\$ 000 each person
			300 :000 each occurrence
			3 OOO aggregate
			Property Damage Liability
			\$ 300 .000 each occurrence
		气,这是是MATERIAL	300 000 aggregate
		Automobile Liability	
		A Automobile Liability of Automobile	Bodily Injury Liability
₩ 25021 5-6-76-77	USF&G STATE		\$ 300,000 each person
		2. 化工程设施工程指定	\$ 500,000 each occurrence Property Damage Liability
	刘俊 的复数多数的		利益 医动性囊结构 "身份","种先生",这一些一种自己的简单,在人员的位置这种简单的特征。
1.8 Endorsements:	The state of the s		300 3000 each loceurrence
TO THE AMERICAN CONTRACTOR OF THE PROPERTY OF		<u>and the second of the second </u>	<ul> <li>In the result of the second of</li></ul>
	Countersigned by	化一次可包置的流程	
	Countersigned by	Auth	orized Representative
Park To the Mary Service State Company of the Contract of the	يرين المراجع الموجعين المحاربي مرجع	· Print of the state of the state of	and the second of the first one of the second of the secon

WRG00820802

## GRACE

To: J. Behan

F. Buckley

W. Mix

E. Trewhella

From: T. H. Pezzullo

W. Dorrington/Libby

P. Cahalane

R. Schneider

M. Chambers/Travelers Rest

S. Cyga/Chicago D/H/S

Date: April 4, 1977

Subject: Certificates of Insurance

Whenever you engage a contractor to perform services on W. R. Grace property and before that contractor is permitted to proceed, you must obtain from him evidence of the following insurance coverage:

- 1. Workman's Compensation and/or Employer's Liability coverage in accordance with legal requirements of the state in which work is to be performed.
- 2. General liability coverage with the following minimums:

\$100,000 injury per person \$200,000 injury per occurence \$200,000 damage per occurence

If you are uable to obtain these "Certificates of Insurance" please notify me immediately.

T. H. Pezzullo

the full

df

To: J. Behan

Date: April 5, 1977

F. Buckley

W. Mix;

E. Trewhella

Subject: Certificates of Insurance

From: T. H. Pezzullo

cc: W. Dorrington/Libby

P. Cahalane

R. Schneider

M. Chambers/Travelers Rest

S. Cyga/Chicago D/H/S

L. Farmer/South Gate

Please reference my memo dated April 4, 1977, same subject.

Change paragraph 2 to read as follows:

General Liability and Automobile Liability coverage with the following minimums:

> \$100,000 injury per person \$200,000 injury per occurrence \$200,000 damage per occurrence

> > T. H. Pezzullo

df

Insirance The Box- BURETTO- LONG TOPS

### OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

## COVERAGE FOR DESIGNATED PREMISES AND RELATED OPERATIONS IN PROGRESS OTHER THAN STRUCTURAL ALTERATIONS, NEW CONSTRUCTION AND DEMOLITION

ADDITIONAL	ncci	ADSTICNO

r	attachment	l۵	Policy	Νn	CCP	906	50456	,

No.	THOMAS DECEME		· · · · · · · · · · · · · · · · · · ·	
Encation of insured premises (Cuter "same to and to as address shown in item 1 of declarations)				#2
Libby, Montana Interest of named insured in insured premises (check below)  **Source   General Lessee   Tenant   Other_	. '.	14 1/2 1 1 1		
Part occupied by named insured (enter below)	SCHEDULE			
The insurance afforded is only with respect to such of the following pany's liability against each such Coverage shall be as stated here.	ing Coverages a in, subject to a	is are indicated by a spe all the terms of this po	ecific limit or limits of liab licy having reference there	pility. The limit of the cometo.
,		Coverages .	LIMITS (	DF LIABILITY
Owners', Landlords' and Tenants' Liability Insurance			EACH PERSON	EACH OCCURRENCE
owners, canalords and reliables glability inscribiles		dily Injury Liability		271011 0000111121100

scription of HAZARDS  consists—Operations—Elevators (Number at Premises)  conclite Division Plant—  Miles East of Libby,  incoln Co.	(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d) Receipts (e) Number Insured	(c) Per \$100 (d) Per \$100 (e) Per Elev	PROPERTY DAMAGE Sq. Ft. of Area ar Foot of Remuneration of Receipts ator	BODILY	E PREMIUMS PROPERTY DAMAGE
onolite Division Plant-	(b) Frontage (c) Remuneration (d) Receipts (e) Number Insured	(c) Per \$100 (d) Per \$100 (e) Per Elev	Sq. Ft. of Area ar Foot of Remuneration of Receipts ator		
Miles East of Libby,	Flat				
ontana - 25 0301	Charge	60 x1.47	ı l	88	105
	Three	years	(x 2.7)	238	284
ocreased Limits		1,		10	45
Charge	Three	years	( ×3).	30	135
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	. ,			,	
			Advance Premium	268	

When used as a premium basis:

<sup>(</sup>c) "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company.

<sup>(</sup>d) "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division.

Insurance I RR BOX - BLOTTE - BOX - BLOTTE - BOX

J. P. Cahalane

March 29, 1974

E. D. Lovick

Enclosed is a letter received from the district superintendent of Burlington-Northern.

Will you please handle.

EDLovick/jbr

enc.



OFFICE OF SUPERINTENDENT

West 221 First Avenue Spokane, Washington 99204 Telephone (509) 624-5321

March 7, 1974

Mr. E. D. Lovick W. R. Grace & Co. P. O. Box 609 Libby, Montana 59923

Dear Mr. Lovick:

This is to advise that your Maryland Casualty Company Insurance, Policy No. 50-695902, will expire April 20, 1974, which insurance is required under Lease No. 50756 covering a suspension bridge and loading dock at Libby, Montana.

Please arrange to have us furnished with a renewal certificate, in at least the same limits of liability of \$100,000-500,000-500,000, prior to the expiration date.

The insured should be named as Burlington Northern Inc., as successor in interest to the Great Northern Railway Co.

Yours truly,

J. G. Heimsjo Superintendent

cc: Marsh & McLennan, Inc. 70 Pine Street New York, New York 10005

File S-2735 Libby

INSUMICE I'VE BOX- BUTTER

32

# SPENCER & SPENCER INSURANCE

175 W. JACKSON BOULEYARD CHICAGO, ILL, 60604

∞

CABLE ADDRESS MAGHEATH CGO AREA CODE 312 PHONE: 939-5518

February 11, 1974

Mr. Robert J. Foss W. R. Grace & Company Zonolite Construction Products Division Box 609 Libby, Montana 59923

Dear Mr. Foss:

There are enclosed two (2) Certificates of Insurance issued at the request of the Northwest District of The Austin Company in connection with the installation of a wet cyclone at your plant.

Very truly yours,

SPENCER & SPENCER

ERS/mo Encls.

cc: C. B. Utley

F. R. Clement

This is to certify to:  W. R. Grace & Company  Zonolite Construction Products Division  Libby, Montana 59923  that the company indicated above by the letter X has issued the following described policies:  Name of insured  POLICY NUMBER  ** Workmen's Compensation and Employers' Liability Each Occurrence Badiy Injury Property Damage \$500,000. \$1,000,000. ** ** ** ** ** ** ** ** ** ** ** ** **	W.O.#74-	GI 5065 HOME OFFI	PILEINIE 110	CIDENT GROUP TREET, PHILADELPHIA, PA. 19105	_						
This is to certify to:  W. R. Grace & Company Zonolite Construction Products Division Libby, Montana 59923  that the company indicated above by the letter X has issued the following described policies:  Name of Insured  THE AUSTIN COMPANY  Address  CLEVELAND, OHIO.  THE AUSTIN COMPANY  CLEVELAND, OHIO.  THE AUSTIN COMPANY  Workmen's Compensation and Employers' Liability Employer's Liability - \$500,000 10-31-73 10-31-74  Buffly Injury \$1,000,000. \$1,000,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000. \$1,000.	GENERAL FIRE & L	ACCIDENT IFE ASSURANCE INS									
Zonolite Construction Products Division  Libby, Montana 59923  that the company indicated above by the letter X has issued the following described policies:  THE AUSTIN COMPANY  Address  CLEVELAND, OHIO.  POLICY NUMBER  V Synthem's Compensation and Employers' Liability Employer's Liability \$500,000 10-31-73 10-31-74  GLA 4221400  Poblic Liability Each Occurrence Aggregate Automobile Liability Each Person Each Occurrence Bodily Injury S 500,000. \$1,000,000. \$1,000,000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000 000. \$1,000		TION, LIMITED				•					
that the company indicated above by the letter X has issued the following described policies:  Name of Insured Address  THE AUSTIN COMPANY  CLEVELAND, OHIO.  POLICY NUMBER KIND OF INSURANCE STATUTORY Employer's Liability \$500,000 10-31-73 10-31-74  Public Liability Each Occurrence Special State S	inis is to certify to:										
that the company indicated above by the letter X has issued the following described policies:  THE AUSTIN COMPANY  Address  CLEVELAND, OHIO.  CLIMITS  CEFFECTIVE EXPIRATION DATE**  COMPANY  Employer's Liability Employer's Liability - \$500,000 10-31-73 10-31-74  CHA 4221400  CLEVELAND, OHIO.  CLIMITS  CEFFECTIVE DATE**  CAPTION DATE**  COMPANY  Employer's Liability - \$500,000 10-31-73 10-31-74  CHA 4221400  CLEVELAND, OHIO.  CLIMITS  CHAPTON Aggregate**  Aggregate**  Aggregate**  Aggregate**  Aggregate**  Aggregate**  Automobile Liability Each Person Each Occurrence  Bodily Injury SOU,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000											
THE AUSTIN COMPANY	Address	Address Libby, Montana 59923									
POLICY NUMBER  KIND OF INSURANCE  U 548100  * Workmen's Compensation and Employers' Liability  Bodily Injury Property Damage  * Automobile Liability Bodily Injury Property Damage  * Automobile Liability Bodily Injury Property Damage  * Bodily Injury Bodily Injury Property Damage  * Automobile Liability Bodily Injury Property Damage  * Automobile Liability Bodily Injury Property Damage  * Soo ,000.  * Soo ,000.  * Soo ,000.  * Burgiary  * Plate Glass  * Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.	that the company indi	cated above by the letter X	has issued the fol	lowing described policies:							
POLICY NUMBER  KIND OF INSURANCE  U 548100  * Workmen's Compensation and Employers' Liability Bodily Injury Property Damage  * Automobile Liability Bodily Injury Property Damage  * Automobile Liability Bodily Injury Property Damage  * Bodily Injury Property Damage  * Bodily Injury Property Damage  * Automobile Liability Bodily Injury Property Damage  * Soo, 000.  * S	Name of Insured	THE AUSTIN COM	PANY								
POLICY NUMBER  ** Workmen's Compensation and Employers' Liability Employer's Liability \$500,000 10-31-73 10-31-74  ** Public Liability Each Occurrence Start Property Damage											
## Workmen's Compensation and Employers' Liability	Address	CLEVELAND, OHIC	<u>).                                    </u>								
## Workmen's Compensation and Employers' Liability											
U 548100    Mark the stable of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.    Mark the stable of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.		KIND OF INSURANCE		LIMITS							
GEA 4221400  Bodily Injury Property Damage  \$ 500,000. \$1,000,000. \$x x x x x x x x x x x x x x x x x x x		•	Employer's		10-31-73	10-31-74					
Property Damage \$ 500,000. \$1,000,000. ******  * Automobile Liability Each Person Each Occurrence Bodily Injury \$ 500,000. \$1,000,000. \$10-31-73 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$10-31-74 \$		Public Liability	1	, ,							
# Automabile Liability   Each Person   Each Occurrence   10-31-73   10-31-74    Bodily Injury   \$ 500,000. \$1,000,000.   10-31-73   10-31-74    Property Damage   x x x x   \$ 500,000.      Burglary   \$ Plate Glass	GLA 4221400	1 ' ' '			10-31-73	10-31-74					
GIA 4221450  Bodily Injury Property Damage  * ** ** ** ** ** ** ** ** ** ** ** **		· · · · -	1.*		<u> </u>						
Property Damage x x x x \$ 500,000.  * Burglary \$  * Plate Glass  * Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.				1	40 04 70	10 21 71					
* Burglary  * Plate Glass  * Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.	GLA 4221450		(	1	10-31-73	10-31-74					
* Plate Glass  * Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.		Property Damage	<del></del>	<del></del>							
* Plate Glass  * Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.	*		Form	<b>k</b>	}						
* Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.		Burglary	1	ΙΨ	<del> </del>	<del> </del>					
	*	Plate Glass									
						}					
	* Absence of an entr	y in these spaces means tha	I insurance is not	afforded with respect to the coverag	es opposite there	⊥ sto.					

Description of Operations Covered:

<sup>†</sup>No coverage in Arizona, California, Nevada, North Dakota, Ohio, Washington,

West Virginia, Wyoming.

All work in connection with the Insured's contracts with its clients. General Accident egrees in the event of cancelation of or material change in the coverage provided by the policies to furnish notice ten (10) days in advance to the owner to whom this Certificate is addressed.

Liability Policy includes coverage on the so-called Contractor's Protective, Products Liability, including completed operations, hazards and Contractual Liability as per Form #GLA-L 1011.

\*\*\* Aggregate Limit, as respects Bodily Injury, applies in connection with Products Liability, Completed Operations.

SEE REVERSE SIDE

This Certificate of Insurance neither affirmatively nor negatively amends, extends	لوره	17:5	the	coverage	afforded by the	a policy orpolic	ies
described herein, and is issued subject to the exclusions, conditions and other term	of	) le	SU	rance affo	orded under the	policy or polic	ies
This Certificate of Insurance neither affirmatively nor negatively amends, extends described herein, and is issued subject to the exclusions, conditions and other term hereinbefore mentioned.	(	V.	)	A A		_	

Issued at \_\_\_\_ Chicago, Illinois

February 11, 1974

Neeker Mayner Company General

ĬŘĠ00820812

### GENERAL ACCIDENT GROUP

W.O.#74-5065

HOME OFFICE: 414 WALNUT STREET, PHILADELPHIA, PA. 19105

THE CAMDE	N FIRE
INSURANCE	ASSOCIATION

POTOMAC	
INSURANCE	COMPANY

Ĩ	PENNSYLVANIA	GENERAL
	INSUDANCE CON	APANY

This is to certify to:

W. R. Grace & Company Zonolite Construction Products Division

Libby, Montana 59923

that the company indicated above by the letter X has issued the following described policies:

Name of Insured

THE AUSTIN COMPANY

CLEVELAND, OHIO.

POLICY NUMBER KIND OF INSURANC			LIMITS	EFFECTIVE DATE**	EXPIRATION DATE **	
U 548100	Workmen's Compensation and Employers' Liability	STATUTORY Employer's	Liability	- \$500,000	10-31-73	10-31-74
TLA 4221400 *	Public Liability Bodily Injury	Each Occurrence \$ 1.000 ∩∩∩	Aggregate *** \$1,000,000.	****	10-31-73	10-31-74
	Property Damage	<b>\$ 500,</b> 000.	<b>\$1,</b> 000,000.	****		
3LA 4221450	Automobile Liability Badily Injury Property Damage	l	\$1,000,000. \$ 500,000.		10-31-73	10-31-74
*	Burglary	Form	Amount \$			
*	Plate Glass					

<sup>\*</sup> Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.

Description of Operations Covered:

<sup>†</sup>No coverage in Arizona, California, Nevada, North Dakota, Ohio, Washington,

West Virginia, Wyoming.

All work in connection with the Insured's contracts with its clients, General Accident agrees in the event of cancelation of or material change in the coverage provided by the policies to furnish notice ten (10) days in advance to the owner to whom this Certificate is addressed.

Liability Policy includes coverage on the so-called Contractor's Protective, Products Liability, including completed operations, hazards and Contractual Liability as per Form #GLA-L 1011.

\*\*\* Aggregate Limit, as respects Bodily Injury, applies in connection with Products Liability, Completed Operations.

SEE REVERSE SIDE

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy or policies described herein, and is issued subject to the exclusions, conditions and other terms of the insurance afforded under the policy or policies hereinbefore mentioned.

Chicago, Illinois

Issued at \_

February 11, 1974 Date

ORM G-4142 REV. 1-73

<sup>\*\*</sup> Policy is effective and expires at 12:01 A.M., standard time at the address of the named insured as stated herein.

SPENCER & SPENCER INSURANCE

Room 1821 Insurance Exchange 175 West Jackson Boulevard CHICAGO, ILLINOIS 60604 Phone: WEbster 9-5518

#### ADDITIONAL INTEREST

- 1. It is agreed that such insurance as is afforded by the policy shall also apply to each interest named herein, as an insured; but such inclusion of additional interest or interests shall not operate to increase the limits of the company's liability.
- 2. It is further agreed that if this policy is issued to a fiduciary, the insurance afforded by this endorsement shall not apply to any executive officer or employee with respect to injury to or sickness, disease or death of another executive officer or employee of the same employer injured in the course of such employment.

Name Interest P.O. Address

All owners, or lessees, of real estate property for whom The Austin Company performs operations under contract

It is further agreed that the coverage afforded the auditional interest is restricted to liability imposed upon the additional interest by reason of injury or damage caused by the activities of The Austin Company and its Subcontractors. It is understood that the presence of persons or property on the premises of the additional interest in connection with the activities of The Austin Company shall not be considered an activity of The Austin Company.

#### BROAD FORM PROPERTY DAMAGE COVERAGE

#### (Including Completed Operations)

#### Classifications

It is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

- A. The exclusions relating to property damage to (1) property owned, occupied or used by or rented to the insured or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control and (2) work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (y) and (z):
  - (y) to property damage
    - (1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping,
    - (2) except with respect to liability under a written sidetrack agreement or the use of elevators to
      - (a) property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,
      - (b) tools or equipment while being used by the insured in performing his operations,
      - (c) property in the custody of the insured which is to be installed, erected or used in construction by the insured,
      - (d) that particular part of any property, not on premises owned by or rented to the insured,
        - (i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or
        - (ii) out of which any property damage arises, or
        - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;
  - (z) with respect to the completed operations hazard and with respect to any classification stated above as "including completed operations", to property damage to work performed by the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.
- B. The insurance afforded by this endorsement shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as but not limited to Fire and Extended Coverage, Builder's Risk Coverage or the insurance. Condition is amended accordingly.

WRG00820815

30ml Libby

Ins. Co. Policy No. Employer Continental Casualty Co. WC 1205050

Construction Prod. Div

C 10334

REC'D CAMB. PAYROLL SEP 18 1973

## STATE OF MONTANA WORKMEN'S COMPENSATION DIVISION

NOTICE OF ENROLLMENT

Helena, Montana

August 31, 1973

- ·Construction Products Div. (W.R.Grace & Co.)
- •7 Hanover Square
- · New York, New York 10038

Election of employer to be bound by Plan Two of the

- ....X....Occupational Disease Law of Montana

has been approved from 6-30-73 to 6-3-76

WORKMEN'S COMPENSATION DIVISION

Policy Clerk

\*Continental Casualty Co.

'127 John St.

New York, N.Y. 10038

Policy or renewal certificate approved and filed.

FORM 80-4

WRG00820816

Insivance IRR BOX- BLOTE TO LAND BOX

## IFICATE OF

This is to certify that the policies listed in this Certificate have been issued to the Named Insured by the Company designated below. This Certificate does not amend, extend or otherwise alter the terms, conditions or exclusions of such policies. Issued To (Name and Address)

		Tarris and Harris D Mills, Wyoming	0,			
Policy Number	Policy Term	Type of Insurance	r Prop	erty Damag		
		Workmen's Compensation	-	- Statutory		
			\$	,000 Each Person		
		Employers' Liability	\$	,000 Each Accident		
•			\$	, 000 Medical - Each Person		
		Comprehensive Automobile	\$ 250	, OOO Each Person		
1CC602753	11-15-73/74	Liability	\$ 500	, OOO Each Occurrence	\$ 250	) ,
	<del></del>		s	, 000 Each Person		
100/03550	11 15 50 /54	Comprehensive General	\$ 500	, OOO Each Occurrence	\$ 250	) ,
1CC602753	11-15-73/74	Liability	300	Aggregate Operations	\$ 250	
		1		Aggregate Protective	\$ 250	' <del></del> .
		Including Blanket Contractual Liability		Aggregate Completed		
		Contracted Liability	s 500	,000 Operations and Produ		,
		Manufacturers' and	s	, OOO Each Person		· ·
		Contractors' Liability	s	, OOO Each Occurrence	\$	
		Owners', Langiords' and Tenants' Liability		Aggregate	<u> </u>	<del></del>
		Tonanta Cidanti,	\$	, OOO Each Person	•	
•		Completed Operations and	\$	, OOO Each Occurrence	\$	
		Products Liability	\$	,000 Aggregate	<u> </u>	<u></u>
			\$	, OOO Each Person		
		Contractual Liability	\$	, 000 Each Occurrence	s	
		Cidenty Cidenty	-	Aggregate		— -  ;
		Companya Funda	\$	. OOO Each Occurrence	Com	h ned Periona
		Comprehensive Excess Indemnity	\s\ \s\ \	, OOO Each occurrence	<del></del>	lajuty and
<del></del>		·		, OOO Aggregate		perty Damage
		,				
	of operations and automobiles c	overed:				
Description and location		nd non <b>-own</b> ed autom	obiles			
	owned, hired ar					
All	owned, hired an Illing, Code 6204	1				
All Dri	· ·	1				
All	· ·	1				

Date Oct. 19, 1973

Walt Forbes Company - WRF9982W89

Gen. 348 (6-72)

100

## CERTIFICATE OF INSURANCE

This is to certify that the policies listed in this Certificate have been issued to the Named Insured by the Company designated below. This Certificate does not amend, extend or otherwise after the terms, conditions or exclusions of such policies.

Issued To (Name and Address)

W.R. Grace Libby Montana

Ramed Incored and Artiress

Harris Drilling Inc. Box 784 - Mills, Wyoming

Policy Number	Policy Term	Type of Insurance	Limits of Limility Bedily Injury	Property Damage
		Workmen's Compensation	Statutory	STATE OF THE
<i>a</i>	1;	Employers' Liability	\$ ,000 Each Person . \$ ,000 Each Accident	
	, <del>)-</del>		\$ ,000 Medical - Each Person	
1CC871170 °	11-15-75/76	Comprehensive Automobile	\$ 250 ,000 Each Person	PHILIP NO LOCAL
100011110	12-13-13/10	Liability	\$ 500 ,000 Each Occurrence	250 ,000
	· · · · · · · · · · · · · · · · · · ·	Comprehensive General Liability	\$ 500 ,000 Each Occurrence	\$ 250 ,000
4.4		•	Aggregate Operations Aggregate Protective	\$ 250 ,000 \$ 250 ,000
ICC871170	11-15-75/76	Including Blanket Contractual Liability	Aggregate Completed	1.
		in a second	\$ 500 , OOO Operations and Products	\$ 250 ,000
, F.,		Manufacturers' and	\$ ,000 Each Occurrence	\$ ,000
		Contractors' Liability	Aggregate → Aggregate	\$ ,000
- 1. Pr	<u>*</u>	Owners', Landlords' and Tenants' Liability	\$ ,000 Each Occurrence :	\$ ,000
		Completed Operations and	\$ ,000 Each Occurrence	\$ ,000
		Products Liability	\$ ,000 Aggregate	\$ ,000
		Contractual Liability	\$ ,000 Each Occurrence	\$ , ,000
	•	Contractal Enemy	Aggregate	\$ ,000
	16.   i	Comprehensive Excess Indemnity	\$ , OOO Each Occurrence	Combined Personal Impury and
		ineconity	\$ ,OOO Aggregate	- Property Damage
	#		,	

Description and Incation of operations and arthopolities covered:

All owned, hired and non-owned automobiles Drilling, Code 17755

Continental U.S.A.

give 10 days written notice to

The Company designated below will #55449665989666989999999999 the holder of this Certificate of any material change in or cancellation of these policies,

BRITED STATES FIDELITY AND GUARANTY COMPANY

FIDELITY AND CUARANTY INSURANCE UNDERWRITERS, INC.

October 21, 1975

Walt Forbes Company-Casper Wyoming

Insurance I're BOX- BUTTER LA PROSERVE

Sent 6 Part fors le le Postie 9/21/73

Ins. Co. Folicy No. Employer Continental Casualty Co. WC 1205050

Construction Prod. Div.

C 10334

REC'D CAMB. PAYROLL SEP 18 1973

## STATE OF MONTANA WORKMEN'S COMPENSATION DIVISION

Helena, Montana

August 31, 1973

NOTICE OF ENROLLMENT

- •Construction Products Div. (W.R.Grace & Co.)
- •7 Hanover Square
- · New York, New York 10038

Election of employer to be bound by Plan Two of the

 $\mathbf{X}$  Workmen's Compensation Law of Montana

....X....Occupational Disease Law of Montana

has been approved from 6-30-73 to 6-3-76

WORKMEN'S COMPENSATION DIVISION

Policy Clerk

\*Continental Casualty Co.

127 John St.

New York, N.Y. 10038

WRG00820821

INSIVANCE I RE BOX - BLUE FOR BOX



Casualty & Surety Division 709 Spokane & Eastern Building West 601 Riverside Avenue Spokane, Washington 99201

September 7, 1972

W. R. Grace & Company Box 609 Libby, Montana

RE: POLICY CHANGE IN WEEKLY DISABILITY INDEMNITY RATE WHILE SOME EMPLOYEES ARE ABSENT BECAUSE OF DISABILITY AND ARE RECEIVING DISABILITY BENEFITS.

Dear Mr. Earl Lovick:

In reply to our telephone conversation of September 6, 1972 regarding the above; a change of benefit does not apply to a disabled employee when it goes into effect for those who are not actively at work on the date of pôlicy change. Anyone receiving the weekly rate in effect prior to policy change continues to receive the amount paid during the period for which the employee is entitled to disability benefits——in your case \$30. When the disabled employee returns to work full time, the new weekly indemnity benefit of \$60 will apply to him.

Very truly yours,

b. L. Fullington

Group Claims Department Manager

kk

Insivance I RR BOX - BLOTHER BOX - BLOTHER BOX



(Herein called the company)

#### CERTIFICATE OF INSURANCE

Issued to:

Ł

Zonolite Division of W. R. Grace and Company Libby, Montana

The company hereby states that it has issued to the insured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein. This certificate of insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policies scheduled herein. It is furnished as a matter of information only, confers no rights upon the holder and is issued with the understanding that the rights and liabilities of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time.

TYPE OF INSURANCE	POLICY	EFFECTIVE	EXPIRATION	LIMITS OF LIABILITY							
(Indicate by "X" in Box)	NUMBER	DATE	DATE	BODILY INJURY LIABILITY PROPERTY DAMAGE LIABILE	TY						
Contractors' Liability  Contractors' Liability	L4414433	6-15-72	6-15-75	\$ 250,000 each s 250,000 each occi	h urrence						
Owners', Landlords' and Tenants' Liability											
Contractual Liability				\$ 500,000 each occurrence \$ 250,000 agg	regate						
EPersonal Injury					-						
				\$ 500,000 aggregate							
	WC4664385	6-15-72	6-15-75	Coverage afforded in accordance with the Workmen's Compensation Law of the States specified in subdivision (a) below and the Occupational Disease Law, if any, of such States, unless otherwise stated in subdivision (b) below							
WORKMEN'S COMPENSATION			<u> </u>	(c) All States except Calif., Nevada,							
Including USL & HW				00 North Dakota, Ohio, West Va. & Wyoming							
EMPLOYERS' LIABILITY	WC4664385	6-15-72	6-15-75	COVERAGE B- EMPLOYEES SUBJECT TO COMPENSATION LAW							
(Unless otherwise stated, the policy				s 100,000							
number, effective and expiration dates are the same as those shown				COVERAGE B- EMPLOYEES NOT SUBJECT TO COMPENSATION LAW							
for workmen's compensation insur- ance)				INJURY BY ACCIDENT INJURY BY DISEASE							
			[		ich nployee						
	Ì				gregate ach state						
		·			ich nployee						

REMARKS: (1) Coverages applicable to all locations where named insured is performing services for the holder of this certificate. (2) Comprehensive General Liability policy affords Personal Injury Coverage (False Arrest, Detention or Imprisonment, Malicious Prosecution Libel, Slander, Defamation or Violation of Right of Privacy). (3) Comprehensive General Liability policy provides Legal Liability Coverage for Dishonest Acts of Insureds Employees - Limit \$50,000 per occurrence.

This certificate is issued at the request of the person or organization named above and the company will mail to such person or organization, at the address shown, 15 days notice of cancellation and, where possible, notice of any material change in any of the described policies.

NAMED INSURED AND ADDRESS

Burns International Security Services, Inc. and its subsidiary companies 320 Old Briarcliff Rd. Briarcliff Manor, New York 10510

Date

<u>July 14, 1972</u>

Had Regresoriative

820820

PRINTED IN U.S.A.

LIAB 1618R

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### **CERTIFICATE OF INSURANCE**



## The Continental Insurance Companies

### GENERAL OFFICES

80 Maiden Lane, New York, New York 10038

### DEPARTMENTAL OFFICES

Buckeye Department	1111 East Broad Street, Columbus, Ohio 43216
Eastern Department	80 Maiden Lane, New York, New York 10038
Foreign Department	80 Maiden Lane, New York, New York 10038
Northeastern Department	291 Glen Street, Glens Falls, New York 12801
Pacific Department	100 Pine Street, San Francisco, California 94111
Southeastern Department	161 Peachtree Street, N.E., Atlanta, Georgia 30303
Southwestern Department	1810 Commerce Street, Dallas, Texas 75201
Western Department	360 West Jackson Boulevard, Chicago, Illinois 60606

**Branch and Field Offices in all Principal Cities** 

WRG00820826

Insirance TRR BOX- BLUTTER CONTROL OF THE BOX

# Certificate of Insurance





X The Ætna Casualty and Surety Company

The Standard Fire Insurance Company

Hartford, Connecticut

To Zonolite Division of
 W. R. Grace and Company
 Libby, Montana

Date October 28, 1969

Gentlemen: This is to certify that insurance policies, subject to their terms, conditions and exclusions, are at present in force in the Company indicated above by 因, as follows:

Name of Insured

The William J. Burns International Detective Agency Inc.

320 Old Briarcliff Road, Briarcliff Manor, N.Y. 10510

Covering

All locations where named insured is performing services on behalf

	Tat	ove client	MIT	S OF LIABILIT	Y			1		
KIND OF INSURANCE	$\vdash$	Each Person		ach Occurrence	Γ	Aggregate	POI	LICY NO.	EFFECTIVE	EXPIRATION
Workmen's Compensation		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	.5 y .8%%	ing programme in the state of t	ř		Ö1C	<b>951</b> 518 83	11-1-69	11-1-72
Manufacturers' & Contractors'						(અ				
Bodily Injury Liability	\$	,000	\$	,000						
Property Damage Liability		)	\$	,000	\$	,000				
Owners' or Contractors' Protective Bodily Injury Liability	\$	,000	\$	,000	1	kan majaraka kapan kapa Majaratan maraka kapan kapan				
Property Damage Liability			\$	,000	\$	,000				
Comprehensive Automobile	Γ				ŧ	in a say a jaga a garage a she kaya Tananga i saya shi an a maral	**			
Bodily Injury Liability	\$	100,000	\$	300,000		nd to the state of	O1AI	.146 611	11-1-69	11-1-72
Property Damage Liability		***	\$	100,000	741			SR (Y)		
Comprehensive General							**	-		
Bodily Injury Liability	\$	100,000	\$	300,000	\$	300,000		.1466 <b>11</b>	11-1-69	11-1-72
Property Damage Liability		,	\$	100,000	\$	100,000		SR(Y)		
Bodily Injury Liability	\$	,000	4	,000	Œ.	,000				
Bodily Injury Liability	Ψ	,000	4	,000	*	,000				
Property Damage Liability	94		\$	,000	\$	,000				

In event of cancellation, written notice will be given to the party to whom this certificate is addressed.

See Over

By JEACL DXX0082828

### \* Covering-

Includes coverage under United States Longshoremen's and Harbor Worker's Act

\*Country wide excluding California, Nevada, North Dakota, Ohio, Washington, West Virginia, Wyoming.

\*\*Covering U.S.A., its territóries, possessions or Canada

Insivance IRR BOX-BUTCHED CORPORED



### UNITED STATES FIDELITY AND GUARANTY COMPANY FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.



#### BALTIMORE, MARYLAND

Name and Address To Whom Issued

CERTIFICATE OF INSURANCE

Construction Products Division of W. R. Grace & Co.

P.O. Box 609

Libby, Montana 59923

This is to certify that the policies listed below, subject to their terms, conditions and exclusions, have been issued by the Company designated below to the Insured named helow.

Named Insured and Address

Bovay Engineers, Inc. 5009 Caroline

	Housto	n, Texas				Limits of Liability			
Type of Insurance	Policy Number	Policy Term	В	odily Inju	Property Damage				
Workmen's Compensation	<del>0-TPJ-2602</del> *J-383824	7-1-69/70				Statutory			
	}		\$	100	,000	Each Person			
	O-TPJ-2602		\$	100	,000	Each Accident			
	J-383824	7-1-69/70	\$			Medical-Each Person			
Comprehensive Automobile	3.00 3.400.00		\$	100	,000	Each Person			
Liability	1CC-242999	7-1-69/70	\$	300	,000	Each Occurrence	\$	100	,000
Comprehensive General			\$	100	,000	Each Person			
Liability	1CC-242999	7-1-69/70	\$	300	,000	Each Occurrence	\$_	_100	,000
Including Blanket Contractual Liability		· ]				Aggregate Operations	\$	100	,000
		i				Aggregate Protective	\$	100	,000
		}	\$	Nil	,000	Aggregate Completed	\$	Ni1	,000
	<u></u>					Operations - Products			
Manufacturers' and Contractors' Liability			\$		,000	Each Person			
•		}	\$		,000	Each Occurrence	\$		,000
Owners', Landlords' and Tenants' Liability			<b> </b>			Aggregate	\$		,000
Completed Operations and			\$		,000	Each Person			
Products Liability			\$		,000	Each Occurrence	\$		,000
·	<u></u>		\$		,000	Aggregate	\$		,000
Contractual Liability			\$		,000	Each Person		<del>_</del>	
İ			\$		,000	Each Occurrence	\$		,000
	<u> </u>					Aggregate	\$		,000
Comprehensive Excess			\$	<del></del> _	,000	Each Occurrence	Co	mbined Pe Injury an	
Indemnity	 		\$		_	Aggregate	P	roperty Dar	
*All States E cept Nevada, Wyöming.	ndorsement is North Dakota	attached b , Ohio, Was	indi hing	ng co ton,	ver Wes	age in All S t Virginia o	sta	ates e	x -

The above Workmen's Compensation Policies cover the Insured's operations in the States of Texas, Louisiana, Colorado, Montana, Alaska, Tennessee & Idaho. Voluntary Compensation Coverage is provided in the State of Washington for all employees not covered by the Washington Workmen's Compensation Act. Policy 1CC-242999 covers anywhere in the United States. The Automobile portion covers all owned & hired automobiles & non-ownership liability.

The Company designated below will next xxxxxxxxxxxxx the holder of this Certificate of any material 

Sidelity and guaranty insurance underwriters

October 14th, 1969

X///::::...X///:::::X///::::::X///:::::X///:::::X///:::::X///:::::X///:::::X///:::::X///:::::X///:::::X///::::

WH/pmo

### VERIFICATION OF INSURANCE

TO: Construction Products Division of W. R. Grace & Co. P.O. Box 609 Libby, Montana 59923

This is to verify that we have arranged insurance as described below and the insurance is in full force and effect as of this date. Said insurance is placed:

> with Underwriters at Lloyd's London and

Employers Surplus Lines Ins. Co. The undersigned agree that if the above mentioned insurance is cancelled, assigned or

changed during the policy period in such manner as to effect this document, we the undersigned will endeavor to give ten (10) days written notice by ordinary mail to the holder at the address specified above, but failure to give such notice shall impose no obligation of any kind upon the undersigned or upon the Underwriters.

ASSURED Bovay Engineers Inc., H. E. Bovay, Jr. and C. A. Lawles, a partnership, H. E. Bovay, Jr., individual ADDRESS 5009-15 Caroline, Houston, Texas 77004

COVERAGE	CERTIFICATE	DATES	LIMITS OF
	NUMBER(S)	EFF. EXP.	LIABILITY

Excess (Umbrella)

S16-08361 7-1-69/70

\$1,000,000.00 excess of primary

CRAVENS, DARGAN & COMPANY

Date October 14th, 1969

INSIVANCE I RE BOX - STUTE TO LE BOX BRE

# ZONOLITE COMPANY

MINERS AND MANUFACTURERS OF VERMICULITE INSULATION
138 SOUTH LA SALLE STREET
CHICAGO 3. ILLINOIS

TELEPHONE CENTRAL 6-5885

March 2, 1960

Mr. J. L. Toot Detroit Insurance Agency Fisher Building Detroit 2, Michigan

Dear Jacks

I acknowledge receipt of your letter of February 19 relative to insurance coverage on the part of Brown and Uithef for the work that they de for the Zonolite Company. We will be guided by your recommendations and by copy of this letter I am asking Earl Lovick to see to it that both of these people, namely Brown and Uithof, increase their limits to the minimum of \$300,000-\$500,000 bedily injury and \$50,000 property damage as you requested.

Sincerely,

By Vice President

WJBeln/mep

co: E. D. Lovick

Dear Earl:

Is there any difficulty in complying with Jack Toot's recommendations?

T. T. D.

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Insirance I Re BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEAD BOX - BLUE TO LEA

Mr. H. E. Halweg, Director Insurance Burlington Northern 176 E. 5th Street St. Paul, Mn 55101

Dear Mr. Halweg:

Enclosed is a copy of the Certificate of Insurance for renewal of policy CCP-3327361 as required under your lease #50756.

Very truly yours,

CONSTRUCTION PRODUCTS DIVISION W. R. GRACE & CO.

E. G. LOVICK Administrative Asst.

EDL/dfw



# CERTIFICATE OF INSURANCE

The Policy identified below by a policy number is in force on the date of Certificate Issuance. Insurance is afforded only with respect to those coverages for which a specific limit of liability has been entered and is subject to all the terms of the Policy having reference thereto including for Umbrella Excess Third Party Liability Insurance a provision requiring the maintenance of underlying insurance or self-insurance. This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded under any policy identified herein.

In the event of cancellation of the Policy the Company issuing said Policy will make all reasonable effort to send notice of cancellation to the Certificate Holder at the address shown herein, but the Company assumes no responsibility for any mistake or for failure to give such notice.

NAME AND ADDRESS OF INSURED Burlington Northern, Inc. DATE OF CERTIFICATE ISSUANCE: St. Paul, Minnesota NAME AND ADDRESS OF CERTIFICATE HOLDER Burlington Northern, Inc. St. Paul, Minnesota THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE HOLDER LIMITS OF LIABILITY TYPE OF INSURANCE IS DESIGNATED BELOW **COVERAGES EACH PERSON EACH OCCURRENCE AGGREGATE** Comprehensive Automobile Liability **Bodily Injury Liability** ☐ Basic Automobile Liability Property Damage Liability Bodily Injury and Property Damage Liability Combined Uninsured Motorists Uninsured Motorists ŧ Comprehensive General Liability **Bodily Injury Liability** Owners', Landlords' and Tenants' Liability Property Damage Liability ■ Manufacturers' and Contractors' Liability **Bodily Injury and Property** \$500,000 500,000 Damage Liability Combined Owner's and Contractor's Protective Liability **Bodily Injury Liability** \$ ☐ Beauticians' Malpractice Liability Property Damage Liability ☐ Workmen's Compensation A. Statutory Locations: Statutory **Employers' Liability** B. Bodily Injury \$ ☐ Umbrella Excess Third Party Liability The Excess Insuror's Limit of Liability is (Complete one) (a) \$\_ in excess of a Retained Limit (b) Up to \$. \_ in excess of a Retained Limit and in excess of various underlying Insuror's Limits of Liability † each Accident Complete below, by designating company by number in the box and entering policy number and expiration date in the sections corresponding to the type of insurance

Continental Cosualty Company

2 Transportation Insurance Company

6 National Fire Insurance Company of Hartford

111.

7 Transcontinental Insurance Company

CCP-3327361

6-30-81

II.

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B American (1950) 17 (1960) 18 4 (1961) Po.

Policy Number

**Expiration Date** 

Policy Number Expiration Date

9 Valley Forge Insurance Company

indicated above.

1.

IV.

111.

IV.

TO: J. Paul Cahalane

DATE: April 25, 1979

FROM: E. D. Lovick

The enclosed letter was received from Burlington Northern. It is time for renewal already. Know you will handle it ~ Thanks.

EDLovick/ds Encl.



VICE PRESIDENT AND CONTROLLER DIVISION

176 East Fifth Street St. Paul, Minnesota 55101

Mr. E. D. Lovick
W. R. Grace & Company
P. O. Box 609
Libby, MT 59923

April 20, 1979

Dear Mr. Lovick:

Continental Casualty Co. Policy CCP 3327361 with limits of \$500,000/500,000/500,000 expires June 30, 1979. This covers your company for Lease #50756 covering suspension bridge and loading dock at Libby, Montana.

Will you please furnish renewal insurance to the undersigned prior to expiration date.

Yours truly,

H. E. Halweg

Director, Insurance

/jk

G-40899

Industrial Chemicals Group

W.R. Grace & Co.
62 Whittemore Avenue
Cambridge, Mass. 02140

(617) 876-1400

May 11, 1979

TO: Earl Lovick - Zonolite/Libby

FROM: J. Paul Cahalane

Enclosed in duplicate are the certificates of insurance for Burlington Northern, Inc. Please forward one to their director of insurance.

J Paul Cahalane

JPC/smb

Encl.

May 1, 1979

TO: Barbara R. Heagney - Grace/New York

FROM: J. Paul Cahalane

RE: Burlington Northern, Inc.

Liability Insurance Certificate

Zonolite/Libby, MT

Please arrange for a renewal certificate of insurance as required by Burlington Northern Railroad. A copy of the expiring June 30, 1979 certificate is enclosed for your information. Please send the new certificate to my attention at this office.

J. Paul Cahalane

JPC/smb

Encl.

Copy Earl Forish - Bon / Fibry

WRG00820844

Insirance I've BOX- BUTTED LOTTED

SET TAB STOPS AT ARROWS

0 Certificate of Insurance THIS GERTIFICATE IS ISSUED AS A MAINTER OF INTORMATION ONLY AND GONTERS OF CHRIS USON THE GERMINGAME HOUDE THIS GERMINICATE DOES NOT AMENDY EXMEND OR ACTED THE GOVERAGE ARXORDED BY THIS ROUGHES USTED BEYON IAME AND ADDRESS OF AGENCY **COMPANIES AFFORDING COVERAGES** GLACIER INSURANCE OF LIBBY POST OFFICE BOX T COMPANY LETTER A UNITED PACIFIC LIBBY, MT 59923 COMPANY LETTER NAME AND ADDRESS OF INSURED COMPANY C RON PARKER & BERTHA E. ANDERSON DBA H A P ENTERPRISES COMPANY D P. O. BOX 771 LIBBY, MT 59923 COMPANY E -This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits of Liability in Thousands (000) POLICY EXPIRATION DATE TYPE OF INSURANCE POLICY NUMBER EACH OCCURRENCE AGGREGATE GENERAL LIABILITY \$ 500 <sub>5</sub>500 BODILY INJURY X COMPREHENSIVE FORM s100 X PREMISES—OPERATIONS GL 3 04 26 93 5/1/82 s 100 Α PROPERTY DAMAGE EXPLOSION AND COLLAPSE HAZARD UNDERGROUND HAZARD PRODUCTS/COMPLETED
OPERATIONS HAZARD BODILY INJURY AND X CONTRACTUAL INSURANCE PROPERTY DAMAGE BROAD FORM PROPERTY
DAMAGE COMBINED X INDEPENDENT CONTRACTORS PERSONAL INJURY PERSONAL INJURY BODILY INJURY (EACH PERSON) **AUTOMOBILE LIABILITY** COMPREHENSIVE FORM BODILY INJURY (EACH ACCIDENT) OWNED PROPERTY DAMAGE ∐ HIRED **BODILY INJURY AND** NON-OWNED PROPERTY DAMAGE COMBINED **EXCESS LIABILITY BODILY INJURY AND** UMBRELLA FORM PROPERTY DAMAGE OTHER THAN UMBRELLA COMBINED **WORKERS' COMPENSATION** STATUTORY **EMPLOYERS' LIABILITY** (EACH ACCIDENT) **OTHER** DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES SUPERVISOR & DISTRIBUTOR FOR CONKLIN COATING. Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail \_15\_ days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company. NAME AND ADDRESS OF CERTIFICATE HOLDER: DATE ISSUED W. R. GRACE 317 MINERAL AVENUE LIBBY, MT 59923

AUTHORIZED REPRESENTATIVE

WRG00820846

S8020379418

5/18/81 bn

ACORD 25 (1-79)

INSUANCE I RE BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - LA BOX - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - B

▼	¥	Certificate of	Ins	urance	•	¥	1	
acor	THIS CERTIFICATE I	IS ISSUED AS A MATTER OF INFORMATION DOES NOT AMEND, EXTEND OR ALTER T	ON ONLA	AND CONFERS NO			₹ <b>014</b> 1.	
NAME AND	ADDRESS OF AGENCY		[		ING COVERAGES	<del></del>		
	Walt Forbes Company P. O. Box 2539	у	COMPANY A United States Fidelity & Guaranty Co.					
	Casper, Wyo. 8260		COMPAN		States Fldeili	<del>cy &amp; Guar</del>	anty-Co.	
	ME AND ADDRESS OF INSURED			· C		<del></del> -		
	Harris Drilling, In P. O. Box 784	nc. 	COMPAN	<sup>*</sup> <b>D</b>				
	Mills, Wyo. 82644	·	COMPAN	т <b>Е</b>				
This is	to certify that policies of in	surance listed below have been is:	sued to	the insured nam	ed above and are ir	n force at this	s time.	
COMPANY	TYPE OF INSURANCE	POLICY NUMBER		POLICY EXPIRATION DATE	Limits of Liabi	EACH OCCURRENCE		
ELITER	GENERAL LIABILITY					<del></del>	· [ ·	
А	COMPREHENSIVE FORM PREMISES—OPERATIONS	1CC C 65743		11/15/81	BODILY INJURY PROPERTY DAMAGE	\$500 \$250	\$ 250	
	EXPLOSION AND COLLAPSE HAZARD UNDERGROUND HAZARD PRODUCTS/COMPLETED OPERATIONS HAZARD CONTRACTUAL INSURANCE BROAD FORM PROPERTY DAMAGE INDEPENDENT CONTRACTORS				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$	
	PERSONAL INJURY	,			PERSONAL II	NJURY	\$	
Α	AUTOMOBILE LIABILITY  COMPREHENSIVE FORM	BAP 338923		11/15/-81	BODILY INJURY (EACH PERSON) BODILY INJURY (EACH ACCIDENT)	\$ 5		
	X OWNED X HIRED X NON-OWNED				PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE	\$1,000		
A	EXCESS LIABILITY	Compachagains			COMBINED	*1 000	\$1,000	
^	OTHER THAN UMBRELLA	Comprehensive Excess CEP 123311		11/15/81	PROPERTY DAMAGE COMBINED	*1,000	\$1,000	
_	WORKERS' COMPENSATION				STATUTORY	-1 		
	and EMPLOYERS' LIABILITY					<b>\$</b>	(EACH ACCIDEN	
	OTHER			·		· · · · · · · · · · · · · · · · · · ·		
DESCRIPTI	ON OF OPERATIONS/LOCATIONS/VEH	IKCLES		<del></del>		<u></u>		
	Drilling, Code 1 Continental U.S.							
Ca	pany will ende	the above described policies be eavor to mail 10 days written ce shall impose no obligation or li-	n notice	to the below r	amed certificate h	eof, the issuited and the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of	ng com- ailure to	
	NAME AND ADDRESS OF C			DATE ISSUED:	12/29/	/80		
		I. R. Grace Co. ibby, MT 59923		SATE ISSUED.				
					AUTHORIZED F	REPRESENTATIVE		
					WR	G008208	348	

ACORD 25 (Ed. 11-77)

WRG00820849

SET VAB STOPS AT ARROWS

Certificate of Insurance

AME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES
GLACIER INSURANCE OF LIBBY POST OFFICE BOX T	COMPANY A UNITED STATES FIDELITY & GUARANTY
LIBBY MT 59923	COMPANY LETTER
NAME AND ADDRESS OF INSURED	COMPANY C
RAYMOND P & MICHAEL MUNRO RT 1 BX 597	COMPANY D
LIBBY MT 59923	COMPANY E

MPANY				Limits of Liability in Thousands (000)		
TTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE		EACH OCCURRENCE	AGGREGAT
	GENERAL LIABILITY			BODILY INJURY	\$ 300	\$
Α	COMPREHENSIVE FORM	TO BE ISSUED	6/23/81			
Α	PREMISES—OPERATIONS EXPLOSION AND COLLAPSE HAZARD	TO BE ISSUED	6/23/81	PROPERTY DAMAGE	\$ 50	\$ 50
Α	UNDERGROUND HAZARD PRODUCTS/COMPLETED OPERATIONS HAZARD  CONTRACTUAL INSURANCE	TO BE ISSUED	6/22/81	BODILY INJURY AND PROPERTY DAMAGE	s	, ,
ч	BROAD FORM PROPERTY DAMAGE INDEPENDENT CONTRACTORS	IN DE 1920ED	6/23/81	COMBINED		<b>*</b>
	PERSONAL INJURY			PERSONAL II	NJURY	\$
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$	
	COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	With a second
	HIRED			PROPERTY DAMAGE	\$	1
	NON-OWNED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	EXCESS LIABILITY	· <del></del> ··		BODILY INJURY AND		
	UMBRELLA FORM			PROPERTY DAMAGE	\$	5
	OTHER THAN UMBRELLA FORM			COMBINED		
	WORKERS' COMPENSATION	<u></u>		STATUTORY		the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s
	and					
	EMPLOYERS' LIABILITY				· <b></b>	(EACH ACCIDE
	OTHER	•				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail \_15\_ days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

W R GRACE 317 MINERAL AVENUE LIBBY MT 59923

DATE ISSUED:

AUTHORIZED REPRESENTATIVE

WRG00820850

ACORD 25 (1-79)

INSUMME IRE

WRG00820851

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Confidence of Insurance

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THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER	MI COVERAGE ADVORDED EXCILIBIES ORGES AS LED BELLOW
NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES
GLACIER INSURANCE OF LIBBY POST OFFICE BOX T	COMPANY A ALASKA PACIFIC INSURANCE COMPANY
LIBBY MT 59923	COMPANY B
NAME AND ADDRESS OF INSURED	COMPANY C
CHARLES E WATKINS RT 4 BX 537L	COMPANY D
LIBBY MT 59923	COMPANY E
This is to certify that policies of insurance listed below have been issued to the insured nar of any contract or other document with respect to which this certificate may be issued terms, exclusions and conditions of such policies.	ned above and are in force at this time. Notwithstanding any requirement, term or condition or may pertain, the insurance afforded by the policies described herein is subject to all the

		POLIC	BOLICY	Limits of Liability in Thousands (000)			
MPANY ETTER	TYPE OF INSURANCE	POLICY NUMBER	EXPIRATION DATE		EACH OCCURRENCE	AGGREGAT	
7	GENERAL LIABILITY			BODILY INJURY	s 500	\$	
Α	X COMPREHENSIVE FORM	TO BE ISSUED	6/23/81	202121 1140111			
Α	X PREMISES—OPERATIONS	TO BE ISSUED	6/23/81	PROPERTY DAMAGE	\$ 500	\$	
	EXPLOSION AND COLLAPSE HAZARD					}	
Α	UNDERGROUND HAZARD	TO DE ACCUED	(102104				
A	PRODUCTS/COMPLETED OPERATIONS HAZARD	TO BE ISSUED	6/23/81	BODILY INJURY AND		l _	
A	X CONTRACTUAL INSURANCE X BROAD FORM PROPERTY	TO BE ISSUED TO BE ISSUED	6/23/81 6/23/81	PROPERTY DAMAGE COMBINED	\$	\$	
A	DAMAGE INDEPENDENT CONTRACTORS	l '	6/23/81				
.,	PERSONAL INJURY	10 02 100020	0,25,01	PERSONAL II	NJURY	<b>5</b>	
-					<del></del>	·	
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$		
	COMPREHENSIVE FORM		Ì	BODILY INJURY (EACH ACCIDENT)	\$		
	OWNED			PROPERTY DAMAGE	\$	7700	
	HIRED NON-OWNED			BODILY INJURY AND	\$	Piece -	
				PROPERTY DAMAGE COMBINED		7	
	EXCESS LIABILITY			BODILY INJURY AND			
	UMBRELLA FORM			PROPERTY DAMAGE	\$	\$	
	OTHER THAN UMBRELLA FORM	,		COMBINED			
	WORKERS' COMPENSATION			STATUTORY			
	and				\$	A STATE OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PAR	
	EMPLOYERS' LIABILITY			Children Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committee Committ	1	(EACH ACCIDI	
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/YEHICLES

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 15 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

W R GRACE 317 MINERAL AVENUE LIBBY MT 59923 DATE ISSUED: JUNE

AUTHORIZED REPRESENTATIVE

WRG00820852

ACORD 25 (1-79)

Insivance I're BOX- BLUTTE LA BOX- BLUTTER



#### CERTIFICATE OF INSURANCE

The Policy identified below by a policy number is in force on the date of Certificate Issuance Insurance is afforded only with respect to those coverages for which a specific limit of hability has been entered and is subject to all the terms of the Policy having reference thereto including Umbrella Excess Third Party Liability Insurance a provision requiring the maintenance of underlying insurance or self-insurance. This Certificate of Insurance meither affirmatively nor negatively amends, extends or alters the coverage afforded under any policy identified herein

### W. R. GRACE & CO.

NAME AND ADDRESS OF INSURED

Construction Products Division P. O. Box 609 Libby, Montana 59923

NAME AND ADDRESS OF CERTIFICATE HOLDER

Lincoln County Clerk & Recorder Libby, Montana

DATE OF CERTIFICATE ISSUANCE
January 10, 1980

Authorized Representative

Type of Insurance	Policy No.	Exp. Date	Limits of Liability
Workmen's Compensation Employers' Liability	WC 1599420	6/30/81	Statutory \$ 500,000
Comprehensive General Liability Comprehensive Automobile Liability	CCP 2483440	6/30/81	B.I. \$1,000,000 P.D. 1,000,000
Automobile Physical Damage	CCP2483440	6/30/81	ĄCI

Description and location of operations of the Insured: All operations of the Insured

Re: All owned and leased vehicles

In the event of cancellation of this insurance the Company agrees to give \_\_\_\_10\_ days written notice to the party at whose request this certificate is issued.

G-66168-A

WRG00820854

INSIVANCE I RE BOX - BLUTTER LA BOX - BLUTTER

Certificate of Insurance COVERAGE APPOINTED BY THE COVERS RESIDERATE (TO VER. **COMPANIES AFFORDING COVERAGES** alt Forbes Company United States Fidelity & Guaranty Co. P. 0. Box 2539 Casper, Wyo. 82602 COMPANY LETTER E AND ADDRESS OF INSURED COMPANY LETTER Harris Drilling, Inc. P 0 Box 784 COMPANY D Mills, Wyo. 82644 COMPANY E his is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Limits of Liability in Thousands (000) TEP POLICY EXPIRATION DATE TYPE OF JINSURANCE POLICY NUMBER EACH OCCURRENCE AGGREGATE **GENERAL LIABILITY** \$500 **BODILY INJURY** COMPREHENSIVE FORM ICC D 15780 11/15/80 PREMISES-OPERATIONS \$250 \$ 250 PROPERTY DAMAGE EXPLOSION AND COLLAPSE HAZARD UNDERGROUND HAZARD PRODUCTS/COMPLETED
OPERATIONS HAZARD BODILY INJURY AND CONTRACTUAL INSURANCE PROPERTY DAMAGE BROAD FORM PROPERTY COMBINED INDEPENDENT CONTRACTORS PERSONAL INJURY PERSONAL INJURY **AUTOMOBILE LIABILITY** BODILY INJURY (EACH PERSON) OMPREHENSIVE FORM BAP 162857 11/15/80 BODILY INJURY (EACH ACCIDENT) X OWNED HIRED PROPERTY DAL GE BODILY INJURY . 4D [X] NON-OWNED \$1,000 PROPERTY DAMAGE COMBINED **EXCESS LIABILITY** BODILY INJURY AND UMBRELLA FORM Comprehensive Excess \$1,000 \$1,000 PROPERTY DAMAGE X OTHER THAN UMBRELLA CEP 85745 11/15/80 COMB!NED WORKERS' COMPENSATION STATUTORY . and . EMPLÖYERS' LIABILITY (EACH ACCIDENT OTHER PRIPTION OF OPERATIONS/LOCATIONS/VEHICLES Drilling, Code 17755 Continental U.S.A. Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail \_\_\_\_\_ days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company. NAME AND ADDRESS OF CERTIFICATE HOLDER: W. R. Grace Co. Libby, MT 59923 AUTHORIZED REPRESENTATIVE WRG00820856

\CRD 25 (Ed. 11-77)

Insurance I Re BOX - BLUTTE - LE BOX - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE - BLUTTE -

SIT TAB STORS AT AGROUS Certificate of Insurance AEDUDI) ERABIRIRED EUT (IDEU) ERIBII DU ETERIOD DIA VIXO (IDRAMIGRI) (O REVIAM A EA DEUCE) EU ERIBIRED EUT. NAME AND ADDRESS OF AGENCY **COMPANIES AFFORDING COVERAGES** TRI-CO INSURANCE 495 NORTH MAIN COMPANY LETTER AETNA INSURANCE COMPANY KALISPELL MT 59901 COMPANY LETTER NAME AND ADDRESS OF INSURED J.L. CHAMBERS DBA CHAMBERS DRILLING CO. P.O. BOX 768 COMPANY LETTER COLUMBIA FALLS MT 59912 COMPANY LETTER This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Limits of Liability in Thousands (000) COMPANY TYPE OF INSURANCE POLICY EXPIRATION DATE POLICY NUMBER EACH OCCURRENCE **AGGREGATE** GENERAL LIABILITY **BODILY INJURY** \$1,000,0¢0 1,000;¢**c** X COMPREHENSIVE FORM To be assigned Α. X PREMISES—OPERATIONS PROPERTY DAMAGE \$ 100,000 100,000 EXPLOSION AND COLLAPSE HAZARD X UNDERGROUND HAZARD PRODUCTS/COMPLETED OPERATIONS HAZARD RODILY INJURY AND X CONTRACTUAL INSURANCE PROPERTY DAMAGE COMBINED BROAD FORM PROPERTY X INDEPENDENT CONTRACTORS PERSONAL INJURY \*Applies to Products/Completed Operations Hazard. (PERSONAL INJURY) **AUYOMOBILE LIABILITY** BODILY INJURY (EACH PERSON) COMPREHENSIVE FORM \$ BODILY INJURY (EACH OCCURRENCE) OWNED PROPERTY DAMAGE HIRED BODILY INJURY AND NON-OWNED \$ PROPERTY DAMAGE COMBINED **EXCESS LIABILITY** BODILY INJURY AND UMBRELLA FORM PROPERTY DAMAGE OTHER THAN UMBRELLA COMBINED FORM WORKERS' COMPENSATION STATUTORY and **EMPLOYERS' LIABILITY** OTHER DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES では、「一般の時代」とはなった。これでは、「他の時間」と、からの時間で Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

W.R. GRACE & CO-CONSTRUCTION PRODUCTS

DIVISION

317 MINERAL AVE.

LIBBY MT 59923

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INSUMANCE I RE BOX - BLUTTE - LA PROPERTO

# NAME AND ADDRESS OF AGENCY

Genflorie of Institution

COMPANIES AFFORDING COVERAGES The Travelers Insurance Company COMPANY LETTER COMPANY LETTER COMPANY LETTER

WHITE AND	ADDITES OF AGENCY	2.1	COMPANIES AFFOR	DING COVERAGES		
601	nson & Higgins of ( California Street	9 /	COMPANY A The	Travelers Ins	urance Cor	mpany
	Francisco, CA 94	108	COMPANY B			
TETO		LLING COMPANY, INC.	COMPANY C		<del></del>	<del> </del>
P. (	TETON BIG HOLE DR: O. DRAWER A-1 PER, WYOMING 8260		COMPANY D	, 		
			COMPANY E	his time. Notwithstanding a	and requirement to	orm or condition
of any co	certify that policies of insurance list ontract or other document with resp xclusions and conditions of such po	ted below have been issued to the insured nam pect to which this certificate may be issued o olicies.	r may pertain, the insurance	afforded by the policies des	scribed herein is so	ubject to all the
COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Lifnits of Liabi	EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY			BODILY INJURY	1	- s 500-
8	X COMPREHENSIVE FORM X PREMISES—OPERATIONS X EXPLOSION AND COLLAPSE HAZARD			PROPERTY DAMAGE	s 250	s 500
Α	X UNDERGROUND HAZARD    X   PRODUCTS/COMPLETED OPERATIONS HAZARD     X   CONTRACTUAL INSURANCE     X   BROAD FORM PROPERTY DAMAGE     X   INDEPENDENT CONTRACTORS	T-SLG-165T756-7-79	6/1/79 to 6/1/80	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	X PERSONAL INJURY			PERSONAL INJURY \$		\$
	AUTOMOBILE LIABILITY  X COMPREHENSIVE FORM			BODILY INJURY (EACH PERSON) BODILY INJURY (EACH ACCIDENT)	s 500 sl,000	
А	X HILED X ONNED	T-CAP-165T757-9-79	6/1/79 to 6/1/80	PROPERTY DAMAGE  BODILY INJURY AND PROPERTY DAMAGE	5],000	
	EXCESS LIABILITY  UMBRELLA FORM			COMBINED  BODILY INJURY AND PROPERTY DAMAGE	\$	  s
	OTHER THAN UMBRELLA FORM			COMBINED		
	WORKERS' COMPENSATION and			STATUTORY		
	EMPLOYERS' LIABILITY - OTHER					(EACH ACCIDEN

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER.

W. R. Grace & Co. P.O. Box 609 Libby, MT 59923

May 25, 1979

AUTHORIZED REPRESENTATIVE

WRG00820860

ACORD 25 (1-79)

Insivence I Re BOX - BLUTTER & BOX - BLUTTER

ccord

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLD THIS CERTIFICATE DOES NOT AMEND EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

DYLE C. HOOD INSURAN CE AGENCY

Box 13266

Spokane, Wash. 99213

NAME AND ADDRESS OF INSURED

TAB DOUGHERTY DBA
INDUSTRIAL TANK MAINTEANCE
E. 6609 Broadway
Spokane, Wash. 99206

COMPANIES	AFFORDING	COVERAGES

COMPANY A Travelers Indemnity Co.

COMPANY DETTER

COMPANY C

COMPANY D

OMPANY E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

OMPANY			POLICY	Limits of Liability in Thousands (000)		
OMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	EXPIRATION DATE	EACH OCCURRENCE		AGGREGATI
	GENERAL LIABILITY			BODILY INJURY	• 2005	\$ pcc
4	COMPREHENSIVE FORM  PREMISES—OPERATIONS  EXPLOSION AND COLLAPSE HAZARD			PROPERTY DAMAGE	\$	\$
	UNDERGROUND HAZARD  W PRODUCTS/COMPLETED OPERATIONS HAZARD CONTRACTUAL INSURANCE BROAD FORM PROPERTY DAMAGE INDEPENDENT CONTRACTORS	4-4-80	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 300	\$ 300	
	PERSONAL INJURY			PERSONAL II	NJURY	\$
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$	
A	COMPREHENSIVE FORM	10 fp f1 f1	4-4-80	BODILY INJURY (EACH ACCIDENT)	\$	
	HIRED		į	PROPERTY DAMAGE	\$	
	NON-OWNED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	300	TOTAL STATE OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE
	EXCESS LIABILITY					
	UMBRELLA FORM			BODILY INJURY AND	s	s
	OTHER THAN UMBRELLA FORM			PROPERTY DAMAGE COMBINED		
	WORKERS' COMPENSATION			STATUTORY		
	and		İ			
	EMPLOYERS' LIABILITY				\$	(EACH ACCID
	OTHER					
			ľ			

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

# Repair and cleaning of industrial storage tanks

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail \_\_\_\_\_3\hat{O}\_\_\_ days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

W. K. Grace Co.

Box 609

Libby, Montana 59923

May 2, 1979

DATE ISSUED:.

al A rella

WRG00820862

ACORD 25 (Ed. 11-77)

INSURANCE I RE BOX - BLUTTER CONTROL OF BOX

Certificate of Insurance

CCOCC.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTSSUPON THE CERTIFICATE HOLDER

NAME AND ADDRESS OF AGENCY

Johnson & Higgins of California 601 California Street San Francisco, CA 94108 COMPANIES AFFORDING COVERAGES

The Travelers Insurance Company

COMPANY C

NAME AND ADDRESS OF INSURED

TETON EXPLORATION DRILLING COMPANY, INC. and TETON BIG HOLE DRILLERS
P.O. Drawer A-1
Casper, Wyoming 82602

COMPANY C

COMPANY D

COMPANY C

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

= COMPANY			POLICY	Limits of Liabi		ds (000)
LETTER	TYPE OF INSURANCE	POLICY NUMBER	EXPIRATION DATE		EACH OCCURRENCE	AGGREGATE
- Δ	GENERAL LIABILITY  COMPREHENSIVE FORM  PREMISES—OPERATIONS EXPLOSION AND COLLAPSE HAZARD	# T-NSL-120T507-7-77	4/1/79 -	BODILY INJURY PROPERTY DAMAGE	\$ 500 \$ 250	5 500 5 500
- A = : :	V UNDERGROUND HAZARD PRODUCTS/COMPLETED OPERATIONS HAZARD CONTRACTUAL INSURANCE PROPERTY DAMAGE UNDEPENDENT CONTRACTORS	# 1-N3E-1201307-7-77	6/1/79	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$ :
<u>.</u> 	PERSONAL INJURY			PERSONAL II	UURY	\$
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$ 500	
	L COMPREHENSIVE FORM		4/1/79 -	BODILY INJURY (EACH ACCIDENT)	\$ 1,000	
i A	HIRED		6/1/79	PROPERTY DAMAGE	\$ 1,000	
<b>A</b>	NON-OWNED	# T-NSL-120T507-7-77		BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
3	EXCESS LIABILITY			BODILY INJURY AND		:-
	UMBRELLA FORM			PROPERTY DAMAGE	5	\$
-: -:	OTHER THAN UMBRELLA FORM			COMBINED		
	WORKERS' COMPENSATION			STATUTORY		
j	and EMPLOYERS' LIABILITY				\$	(EACH ACCIDENT)
- 1	OTHER					
3 5						<del>-</del>
		RECORD FOR THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STA		ET MANIETTE PER LICENSE DE	and the same	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail —30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

W. R. Grace & Co.P. O. Box 609Libby, MT 59923

DATE ISSUED:\_\_\_\_\_

April 5, 1979

the De Zillata

AUTHORIZED REPRESENTATIVE

WRG00820864

ACORD 25 (Ed. 1)-77)

New York Atlanta, Boston Poston Charlotte Chicago Cleveland Dallas Denver Detroit Hartford Honolulu Houston Los Angeles Miami Minneapolis New Orleans Philadelphia Phoenix Pittsburgh Portland Richmond St. Louis San Diego San Francisco Seattle Wilmington Tokyo Singapore Taipei

# JOHNSON & HIGGINS

OF CALIFORNIA

Business Established New York 1845

INSURANCE BROKERS-AVERAGE ADJUSTERS
ACTUARIES-EMPLOYEE BENEFIT PLAN CONSULTANTS

Quebec
Toronto
Winnipeg
Vancouver
Calgary
Caracas
Maracasibo
Puerto La Cruz
Rio de Janeiro
São Paulo
Buenos Aires
Santiago
Lima
Bogota
Calii
Sydney
Melbourne
Brisbane
Perth
Auckland
Wellington
London
Milan
Paris
Rome
Bermuda

Montreal

CABLE ADDRESS "KERODEN"

INTERNATIONAL BUILDING 601 CALIFORNIA ST., SAN FRANCISCO, CAL. 94108 TEL. 981-6700 AREA CODE 415

April 3, 1979

W. R. Grace & Co. Libby, MT.

RE: TETON EXPLORATION DRILLING COMPANY, INC. and

TETON BIG HOLE DRILLERS

Gentlemen:

For your records, enclosed is Certificate of Insurance evidencing Comprehensive General and Automobile Liability Insurance for the captioned insured effective April 1,1979 through June 1, 1979.

Should there be any questions regarding the attached certificate, please contact us.

Sincerely yours,

Rita L. Manzke

Administrative Assistant

Casualty Department

cc: Teton Exploration Drilling Company, Inc. and Teton Big Hole Drillers

Insirance I Re BOX - BLOTTE LA POSTERO

AME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES			
Time Insurance Agency P.O. Box 1199 Kalispell, Mt. 59901	COMPANY A AEtna Life & Casualty Insurance Co.			
ME AND ADDRESS OF INSURED  Billmayer, Inc. etal  115 Kelly Road  Kalispell, Mt. 59901	COMPANY C  COMPANY C  COMPANY C  COMPANY E			

CHOANN			POLICY	Limits of Liability in Thousands (000)		
OMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	EXPIRATION DATE		EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY	CCAL 200070 CCA	6 1 70	BODILY INJURY	\$ 500	\$ 500
Α	X COMPREHENSIVE FORM X PREMISESOPERATIONS EXPLOSION AND COLLAPSE	55AL 208039 CCA	6-1-79	PROPERTY DAMAGE	\$ 250	\$ 250
	HAZARD UNDERGROUND HAZARD  X PRODUCTS/COMPLETED OPERATIONS HAZARD  CONTRACTUAL INSURANCE X BROAD FORM PROPERTY DAMAGE INDEPENDENT CONTRACTORS			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	PERSONAL INJURY			PERSONAL II	UURY	\$
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	5	
į	COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	
	OWNED			PROPERTY DAMAGE	\$	
	NON-OWNED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	EXCESS LIABILITY			BODILY INJURY AND		3343
	UMBRELLA FORM			PROPERTY DAMAGE	\$	s
	OTHER THAN UMBRELLA FORM			COMBINED		
	WORKERS' COMPENSATION			STATUTORY		
	and EMPLOYERS' LIABILITY				3	(EACH ACCIDE
	OTHER					·
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

Grace Mining Company

Libby,

Montana 59923

WRG00820867

ACORD 25 (Ed. 11-77)

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To an address of	and and the
LIFE & CA	SUALTY

TERM LIFE

BENEFIT STRUCTURE OUTLINE for	W.R. GRACE & CO.
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Amounts

\$1,000

Account Structure & Policyholder Number

320222

INDUSTRIAL CHEMICALS GROUP
CONSTRUCTION PRODUCTS DIVISION - SALARIED

Employees

Effective 4-1-71

Schedule

Pooling Point
Reduction Rule
Retirement Rule
Disability Provision
Disability Notice Period
Beneficiary Provision

All Employees

\$150,000

Total amount of Term Life continued Term Life ceases at retirement

Premium Waiver 60

12 month notice required

4-BC

SUPPLEMENTAL TERM LIFE

Employees

Effective 4-1-71

Schedule

Employees electing Life Schedule A Employees electing Life Schedule B

Formula 1 Formula 2

Formula 1 - 1.5 times Annual Rate of Basic Earnings rounded to the next higher \$1,000.

Minimum \$1,000 Maximum \$249,000

Formula 2 - 3 times Annual Rate of Basic Earnings rounded to the next higher \$1,000 Minimum \$1,000 Maximum \$249,000

Benefit Structure Outline

Plan Code \_\_\_\_\_E=2\_

Page 1

Date 9-24-78

(MU-20746) Ed. 5-75

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BENEFIT	STRUCTURE	OUTLINE for	W.R.	GRACE	& CO.
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Account Structure & Policyholder Number

320222

# INDUSTRIAL CHEMICALS GROUP CONSTRUCTION PRODUCTS DIVISION - SALARIED

# SUPPLEMENTAL TERM LIFE (Contd.)

Schedule (Cont.)

Pooling Point Reduction Rule

Retirement Rule

Disability Provision
Disability Notice Period

Beneficiary Provision

Remarks

See Life above

See Life above

See Life above

Premium Waiver 60 for non-pooled amounts Premium Waiver 65 for pooled amounts

12 month notice required

4-BC Freedom of Choice-employees may elect Schedule A or Schedule B.

Employees insured with Schedule A who elect Schedule B must submit satisfactory

Evidence of Insurability.

Pooled amounts of Life Insurance are reported under Control 66270, Suffix 09,

Account 252.

Employees insured for special amounts - see pages 4 & 5

TDI - NEW JERSEY TOB

Employees

Effective 3-1-74

Schedule

Amounts

All Employees Formula 3

Formula 3 - 66 2/3% of Weekly Rate of Basic Earnings rounded to the next higher \$1.

Maximum - Statutory

Benefits Start-Injury/
Disease/Maximum Period
Retro.to 1st day disabled
Maternity Coverage

8th day/8th day/26 weeks

New Jersey retroactive provision applies

New Jersey maternity benefit applies

Benefit Structure Outline

Plan Code \_\_\_\_E-2

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BENEFIT STRUCTURE OUTLINE for _	W.R. GRACE & CO.	
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Account Structure & Policyholder Number

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# INDUSTRIAL CHEMICALS GROUP CONSTRUCTION PRODUCTS DIVISION-SALARIED

TDI -	- NEW	JERSEY	TDB (	Contd.	)

Schedule (Contd.) Employee Limitation

Benefits payable for disease only during the first 3 months of coverage for newly subject employees and all part-time and temporary employees are limited to the

benefits specified in the law.

Employee Contributions

Remarks

Statutory contributions Policy Number-GS-351349-291

Private Plan Number-142-40140 Employer Registration Number-115218

TDI-NEW YORK DBL

Employees

Effective 3-1-74

Schedule

All Employees

Formula 1

Formula 1 - 50% of Weekly Rate of Basic Earnings rounded to the next higher \$1.

Minimum-Statutory Maximum-Statutory

Benefits Start-Injury/ Disease/Maximum Period Maternity Coverage Employee Contributions Extension of Benefits

8th day/8th day/26 weeks

New York Maternity benefit applies

Statutory Contributions Statutory Extension

Remarks

Policy Number-GS-351354-311 State Plan Number-51-70726

# Benefit Structure Outline

Plan Code \_\_\_E-2

9-24-78

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BENEFIT STRUCTURE OUTLINE	E for W.R. GRACE & CO.	

320222

# INDUSTRIAL CHEMICALS GROUP CONSTRUCTION PRODUCTS DIVISION - SALARIED

#### LIFE (Contd.)

#### Special Notes:

- 1. Following employees insured for \$2,500 Non-Contributory Life (formerly insured under Policy No. 58165): Hugh S. Ferguson, Morgan R. Day, Dennis F. O'Brian.
- 2. Female employees who on 7-1-66 did not elect to be insured in accordance with regular Contributory Life Schedule allowed to continue former \$3,000 amount of contributory Life. (By Administration).
- 3. Employees of the Former A.C. Horn Products insured for higher amounts of Life Insurance under prior Metropolitan policy on 9-30-65 allowed to continue such higher amounts under Ætna policy effective 10-1-65. (By Administration.)
- 4. By Administration: Retired Zonolite Division employees continued for amounts of Life Insurance for which they were insured under prior Travelers policy. Includes Harrison C.Fidler insured for \$1,500.
- 5. Classification
  Following schedule applies to salaried employees insured under prior Group Life policy on 9-30-60 who did not elect to be insured under new Schedule, effective 10-1-60:

Benefit Structure Outline	Plan Code	E-2	_Page	4	Date	9-24-78

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BENEFIT STRUCTURE OUTLINE for	W.R. GRACE & CO.	

320222

# INDUSTRIAL CHRMICALS GROUP CONSTRUCTION PRODUCTS DIVISION—SALARIED

#### LIFE (Contd.)

Special Notes: (Contd.)		
Basic Annual Earnings	Non-Contributory	Contributory
\$40,000 or more	\$1,000	\$49,000
30,000 - 40,000	1,000	39,000
20,000 - 30,000	1,000	29,000
15,000 - 20,000	1,000	19,00
12,000 - 15,000	1,000	14,000
9,000 - 12,000	1,000	11,000
6,000 - 9,000	1,000	`8,000
4,000 - 6,000	1,000	5,000
Less than 4,000	1,000	3,000

Non-Contributory Life not contingent on Contributory Life

Note: Female employees who on 7-1-66 did not elect to be insured in accordance with regular Contributory Life Schedule allowed to continue former \$2,000 amount of Contributory Life

Disability Provision: Premium Waiver (60)

Written notice of claim required within twelve months of the date the employee ceases active

Definition of Permanent and Total Disability - Disabled employee is unable to engage in any gainful employment for which he is, or may reasonably become, fitted by education, training or experience.

Beneficiary Form: In the even there is no named beneficiary living upon the death of the insured employee, Ætna's Beneficiary Form 4-BC will be used to determine the order of benefit payment.

Benefit Structure Outline	Plan Code <u>E-2</u> Page 5	Date	9-24-78
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# INDUSTRIAL CHEMICALS GROUP CONSTRUCTION PRODUCTS DIVISION-SALARIED

#### ALL MEDICAL EXPENSE BENEFITS ARE PROVIDED THROUGH AN ADMINISTRATIVE SERVICES CONTRACT

HOSPITAL	Employees and Dependents Effective 4-1-76
Room and Board Amount Misc.Fees Maximum Amount Maximum Period Calif.UCD Integration	Up to Semi-Private charge. If in a private room up to semi-private charge Unlimited 120 days Applies
Maternity Coverage	Covered up to the stated maximum amount for normal deliveries and full   EFF. 6-1-78 coverage for complications.
Maternity Maximum Remarks	\$500 While Mother is confined in the hospital covered expenses include normal mursery charges, circumcision and the examination of a newborn child (if required by the hospital) - By Admin.
SURGICAL	Employees and Dependents Effective 4-1-76
Type/Maximum	Reasonable and customary
Obstetrical Coverage	Normal Delivery- Reasonable and Customary   EFF. 6-1-78  Caesarean Section
Voluntary Sterilization	Covered by Administration

Plan Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Benefit Structure Outline

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Date 9-24-78

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LIFE & CASUALTY

BENEFIT STRUCTURE OUTLINE for	W.R. GRACE & CO.
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320222

#### INDUSTRIAL CHEMICALS GROUP CONSTRUCTION PRODUCTS DIVISION-SALARIED

SURGICAL ASSISTANT Employees and Dependents Effective 4-1-76

Reasonable and Customary Туре

Effective L-1-76 IN-HOSPITAL PHYSICIANS Employees and Dependents

EFF.6-1-78 Daily Maximum Reasonable and Customary

Maximum Period 120 days

Effective 4-1-76 DIAGNOSTIC X-RAY & LABORATORY Employees and Dependents

Type/Maximum Reasonable and Customary

X-Ray and laboratory expenses for accident and disease Covered Expenses

Effective 4-1-76 Employees and Dependents ANESTHESIA

Reasonable and Customary Type

Effective 4-1-76 MAJOR MEDICAL Employees and Dependents

\$100 Deductible Included Common Accident 80%

Coinsurance

50% coinsurance while not a hospital inpatient EFF.6-1-78 Mental Expense Restriction

\$100,000 Lifetime/Not Pooled Maximum

Auto Yearly Restoration \$1,000

Semi-Private Private Room Limit Convalencent Facility Coverage Not included Extension of Benefits 12 months

Pre-Existing Conditions Rule No restriction.

Date 9-24-78 **E-2** Plan Code \_\_\_\_\_ Benefit Structure Outline Page 7

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LIFE & CASUALTY

BENEFIT STRUCTURE OUTLINE fo	W.R. GRACE & CO.
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#### INDUSTRIAL CHEMICALS GROUP CONSTRUCTION PRODUCTS DIVISION-SALARIED

MAJOR MEDICAL (Contd.)

Schedule (Contd.)

Remarks

Covered medical expenses include caesarean section and ectopic pregnancy considered as complication of pregnancy and breast prothesis following a mastectomy providing the family member was covered at the time the

mastectomy was performed. (By Admin.)

MEDICARE INTEGRATION

Employees and Dependents

Effective h-1-76

Retirement Rule

Benefits cease at retirement for employees. Coverage continued for spouse under Age 65 or other eligible dependent until age 65 or otherwise ceases to be an eligible dependent. Coverage is non-contributory.

Туре

Maintenance of Benefits. Assume all medicare Benefits whether or not

individual actually enrolled

Extension of Benefits

12 months

Pre-Existing Conditions Rule No restriction

PLAN GENERAL PROVISIONS

Plan Eligibility

Covers salaried employees of Construction Products Division Industrial Chemicals Group:

Life only - employees at Cambridge, Mass.

TDI NJ-TDB - employees located at Trenton and North Brunswick, NJ. Excludes employees in the bargaining unit of District 65, Distributive Workers of America and Employees in the bargaining unit of Highway and Local Motor Freight Drivers, Dockmen and Helpers Union, Local 701, I.B.T.

Benefit Structure Outline

Plan Code \_\_\_\_ E -2 \_Page & Date 9-24-78

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LIFE & CASUALTY

BENEFIT STRUCTURE OUTLINE for	W.R. GRACE & CO.

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# INDUSTRIAL CHEMICALS GROUP CONSTRUCTION PRODUCTS DIVISION - SALARIED

#### PLAN GENERAL PROVISIONS (Contd.)

	Morth Bergen, NJ, Houston, Tx., San Francisco Ca.; employees of California Zonolite Company located at Los Angeles and Newark, Ca.; Ari-Zonolite Company employees at Phoenix, Ar; Texas Vermiculite Co. employees located at Dallas, Tx., San Antonio, Tx and Oklahoma City, OK.  Note: Salesmen who are not located in any location permanently enough to
	have their claims paid by a local Ætna office have their medical claims submitted by Cambridge Headquarters to the Boston Claim Office
Health Definition of Dependents	- Spouse, unmarried children from birth limited to 19 years or to 23 if attending school. Includes Incapacitated Children.
Maternity Eligibility	- Covers employees and wives Pregnancy must commence while insured Full extension of Maternity benefits
Coord.with Other Benefits	- 100% Allowable expenses (non-profit) - Calendar year all group plans- Excludes No-Fault Benefits.
Probationary Period	- TDI-NJTDB-None TDI-NY DBL-None All other benefits - 1st day of the calendar month coinciding with or next following the date of employment. Term Life - non-contributory
Additions Rule	- Supplemental Term Life - contributory TDI-NJTDB-does not apply TDI-NYDBL-Does not apply Health Benefits - Contributory
Medical Conversion	Applies with Russo option

Benefit Structure Outline

Plan Code <u>E-2</u> Page 9

Date 9-24-78

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#### INDUSTRIAL CHEMICALS GROUP CONSTRUCTION PRODUCTS DIVISION - SALARTED

#### PLAN GENERAL PROVISIONS (Contd.)

Benefits Provided in Policies

Policies Issued to Contract State

- Life-GL-320202
- NJTDB-GS-351349-291 NYDBL-GS-351354-311 Medical-ASC-320222
- W.R. Grace & Co.
- New York for GL-320202; New Jersey for GS-351349; New York for GS-351354-311. Benefit provisions in ASC-320222 are governed by the laws of the respective states in which the employees reside. The contract is subject to New York contract law.

Plan Code **E-2** Page 10 Date 9-24-78

Benefit Structure Outline

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Cerifficate of Insurance ELLEGIES IN USW STEEL OF SELECT OLD VIO COLLINE W NAME AND ADDRESS OF AGENC COMPANIES AFFORDING COVERAGES Walt Forbes Company P. O. Box 2539 A United States Fidelity & Guaranty Co. Casper, Wy. 82602 OMPANY LETTER NAME AND ADDRESS OF INSURED COMPANY LETTER Harris Drilling, Inc. P. O. Box 784 COMPANY LETTER Mills. Wy. 82644 COMPANY LETTER This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Limits of Liability in Thousands (000) COMPANY LETTER POLICY EXPIRATION DATE TYPE OF INSURANCE POLICY NUMBER EACH OCCURRENCE AGGREGATE GENERAL LIABILITY \$ 500 **BODILY INJURY** Α 1CC B 43699 11/15/79 COMPREHENSIVE FORM PREMISES-OPERATIONS PROPERTY DAMAGE \$ 250 \$ 250 EXPLOSION AND COLLAPSE HAZARD UNDERGROUND HAZARD PRODUCTS/COMPLETED
OPERATIONS HAZARD BODILY INJURY AND X CONTRACTUAL INSURANCE PROPERTY DAMAGE BROAD FORM PROPERTY
DAMAGE COMBINED INDEPENDENT CONTRACTORS PERSONAL INJURY PERSONAL INJURY AUTOMOBILE LIABILITY BODILY INJURY (EACH PERSON) Α X COMPREHENSIVE FORM BODILY INJURY (EACH OCCURRENCE) BAP 50546 11/15/79 OWNED PROPERTY DAMAGE HIRED BODILY INJURY AND NON-OWNED \$1,000 PROPERTY DAMAGE COMBINED **EXCESS LIABILITY** Comprehensive Excess **BODILY INJURY AND** UMBRELLA FORM Α 1,000 1,000 PROPERTY DAMAGE CEP 85817 11/15/79 OTHER THAN UMBRELLA COMBINED FORM WORKERS' COMPENSATION STATUTORY ينتوار بالبيد and **EMPLOYERS' LIABILITY** (EACH ACCIDENT OTHER DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES Drilling, Code 17755 Continental U.S.A. Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company. NAME AND ADDRESS OF CERTIFICATE HOLDER DATE ISSUED: W. R. Grace Company

ACORD 25 (Ed 2-77)

Libby, Montana 59923

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P<sup>R</sup> M'En

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Casualty 3 (4-73)

## BUPPLEMENTARY SCHEDULE

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of Policy;

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896 A 31479

COMPGENERSIVE AUTOMODILE LIABILITY INSURANCE, DASIC AUTOMOBILE LIABILITY INSURANCE, AUTOMOBILE MEDICAL PAYMENTS INSURANCE, INSURANCE AGAINST UNINSURED MOTORISTS

AND AUTOMOBILE PHYSICAL DAMAGE INSURANCE COVERAGE PARTS

Ownod	Non of Kazarda	" Promium Basis-Per Automic	10	, r.a. 16		and the second
Auto	Year of Medal, Trada Orma, Each Type and Madel;	Vehicle Eductification Aumber	•Ducincos Vos Class	When Perchased		ti Will be principally exceed a serie lecation as address shown in its item. I of destarations un
No.	Truch Star (GCA or GCA); or Das Scoting Capacity.	Scriol or Cotor Dumber	o= Redius Cless	Including Equip.	List Prico.	loss athorais chacachas an
1.	1952 THC (Tiro)	L13010409	i-S	(Stand	677)	25/05
2.	1970 Boden That Truck	811PCT100330	KHT			111
3.	1975 Radge 24 Pann. Ban	57717763002760		13500.		11
4.	1975 Dadge 39 Paga Bug	ু ক্ল	*	16000.		п.
5.	1975 Palen 30 Paga Pag	50		16000.		17
6.	1967 Fedgo 36 Paga Bua	H99817329	a para paga padaga ang ang	(Stong	DV)	*1
7.	1967 Dodgo 36 Poos Bas	3701733309		(Stand	by)	u
8.	_1967_806go_25_Paga_Bua	3701733322		(Stand	DE)	n .
9.	1970 Dodgo 36 Paga Dug	J67PROS		(Sand	D7)	11
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<sup>1</sup> 6 <sub>7</sub>	ARA_	200		87						150.		นกวจ	

"Pleasure and Business" if of the private passenger type, and for "Commercial" if of the commercial type, unless otherwise stated herein: The automobile will be used for

WRG00820883

Instrance IRR BOX- BLUTTE - LA BOX- BLUTTER

#### **CAMBRIDGE**

10: Earl Lovick/Libby

DATE:

May 5, 1978

FROM: M.E. Aldrich

SUBJECT:

Aetna Medical & Temporary

Disability Insurance

CC:

D.G. Myhre

R. Tangen

As you know, the hourly employees at your location are presently covered for medical and temporary disability benefits and the salaried employees for medical benefits with the Aetna Life & Casualty Co.

The Aetna Medical Plan provides comprehensive basic medical benefits for room and board, surgical fees, and in-hospital miscellaneous expenses. In addition, major medical benefits provide for may expenses not covered in the basic plan after the yearly deductible is met. The Aetna Temporary Disability Plan provides for income continuation in the event of illness or injury.

In order for a claim to be paid, employees must send their bills and claim statements to your office for certification and these in turn are forwarded by you to Aetna for payment. Separate control numbers have been established for each CPD location which enable Aetna to determine the coverage amount and make the correct benefit payments.

The following control numbers should be used when certifying claims:

Control Number

Hourly Employees

320207-35 020

Salaried Employees

320207-20 001

If you have any questions regarding the Aetna-medical and-temporary disability benefits, please let me know.

M.E. Aldrich

Benefits Administrator

rj

Policy A

Insirance The Box- Butter to Box BBB

Mr. H. E. Halweg, Director, Insurance Burlington Northern, Inc. 176 East Fifth St. St. Paul, Minnesota 55101

Dear Mr. Halweg:

Enclosed is a copy of the Certificate of Insurance renewing Continental Casualty Policy CCP 3327361 until June 30, 1979.

Very truly yours,

CONSTRUCTION PRODUCTS DIVISION W. R. GRACE  $\epsilon$  CO.

E. D. Lovick Administrative Assistant

EDL/dm Encl.



#### CERTIFICATE OF INSURANCE

The Folicy identified below by a policy number is in force on the date of Certificate Issuance. Insurance is afforded only with respect to those coverages for which a specific limit of liability has been entered and is subject to all the terms of the Policy having reference thereto including for Umbrella Excess Third Party Liability Insurance a provision requiring the maintenance of underlying insurance or self insurance. This Certificate of Insurance neither affirmatively nor negatively amends, extends or afters the coverage afforded under any policy identified herein.

add

	NAME AND ADDRESS OF INSURED						
	Burlington Northe	rn, Inc					
	St. Paul, Minneso	ta		DATE OF CER	TIFICATE ISSUANCE:		
	NAME AND ADDRESS OF CERTIFICATE HOLDER				<i>j</i> .		
	D	_		7/ //	- 1.16		
	Burlington Northe			William	in Alle 16		
	- St. Paul, Minneso	ta		Authorized	*Representative		
	<u> </u>						
[	THIS CERTIFICATE IS ISSUE	D AS A MATTER OF INFORMATIO	N ONLY AND CONFERS	NO RIGHTS UPON THE HOLD LIMITS OF LIABILITY	PER		
ļ	TYPE OF INSURANCE IS DESIGNATED BELOW	COVERAGES	EACH PERSON	EACH OCCURRENCE	AGGREGATE		
I	☐ Comprehensive Automobile Liability	Bodily Injury Liability	\$	\$	***************************************		
	☐ Basic Automobile Liability	Property Damage Liability		\$			
		Bodily Injury and Property		\$			
į		Damage Liability Combined	•				
i	☐ Uninsured Motorists	Uninsured Motorists	\$	\$ †			
	☐ Comprehensive General Liability	Bodily Injury Liability	\$	\$	\$		
	Owners', Landlords' and Tenants' Liability	Property Damage Liability		\$	\$		
		,					
	Manufacturers' and Contractors' Liability	Bodily Injury and Property		\$	\$		
	Owner's and Contractor's Protective Liability	Damage Liability Combined		ľ	•		
		Bodily Injury Liability	\$	\$500,000			
	☐ Beauticians' Malpractice Liability	Property Damage Liability		\$500,000	\$500,000		
				300,000	500,000		
ŀ	☐ Workmen's Compensation	A. Statutory	Statutory	Locations:			
	Employers' Liability	B. Bodily Injury	\$	†			
	☐ Umbrella Excess Third Party Liability	The Excess Insuror's Limit of Li	ability is (Complete one)				
		(a) \$	(a) \$ in excess of a Retained Limit				
		(b) Up to \$	in excess of a Ret	ained Limit			
		and in excess of various underly	ing Insuror's Limits of Li	ability			
				† each Accident			
	Complete below, by designating company by number indicated above.	in the box and entering policy n	umber and expiration da	ate in the sections correspond	ing to the type of insu		
		in the box and entering policy n	umber and expiration da	ate in the sections correspond	Policy Number		

IV. ٧. Policy Number **Expiration Date** 

1	Continental	Casualty	Company	
---	-------------	----------	---------	--

6 National Fire Insurance Company of Hartford

7 Transcontinental Insurance Company

8 American Casualty Company of Reading, Po.

2 Transportation Insurance Company

9 Valley Forge Insurance Company

G-32343-J

WRG00820888

II.

111.

17.

Instrance IRR BOX- BLUTTE LA PROPERTIES

S = SAFECO INSURANCE COMPANY OF AMERICA CAMPBELL, GALT & NEWLANDS, INC. 3-255
G = GENERAL INSURANCE COMPANY OF AMERICA
F = FIRST NATIONAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: 4333 BROOKLYN AVE. N.E., SEATTLE, WASHINGTON 98185
HEAD OFFICE FOR CANADA: MISSISSAUGA, ONTARIO
ICoverage is provided by the company designated by initial, a stock insurance company herein called the company)

			Certificat	e of Insurance			
The com	pany certifies that t	the insurance policie	s indicated below c	ire in effect on the dat	e of this certificate.		
Name o	of Insured and Mail	ing Address (Street,	City, State or Provi	nce, ZIP or Postal Code	e} ·	Policy Per	iod:
[	JANYON LOGGING	COMPANY OF M	ARTIN CITY. IN	ıc. T	DECEM	BER 15,	1977
ļ	AND URECO, INC	. AND HARRY CH	EFF AND		fromDECEN	DER 17,	13//
		R, INDIVIDUALI	_Y		to DECEM	BER 15,	1980
	BOX 70	, FLATHEAD COL	DITY MOSTANA	20012	FE 16		M. Ness
	COLUMBIA FALLS	, rusinicad coc	ANATHION , ITHIC	29912	_	2:01 A.M.	
	,				Standard Time, a	t the addr	ess of the insured
			es the basic type o	f insurance provided	with the limit of t	he insure	r's liability or maxi-
	nount payable for la		istance of the policy		mea harain rafarras	المحمد معدا	noither affirmatively
				y or policies of insura ded by any policy des		3 10 ana 1	neimer armmanvery
	, , , , , , , , , , , , , , , , , , , ,				nits of Liability or Amou	nt of Coverc	ige
	Policy Number	Type of Insurance	Coverage	One Person	One Occurre	nce	Aggregate
		Liability	Bodily Injury	\$	\$ 300,000.	I	\$ 300,000.
	P 786611	Other Than Automobile	Property Damage		\$ 100,000.	!	5 100,000.
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Acioniconic	Combined Bodily Injury	\$ 300,000.	\$ 300,000.		
		Automobile	Property Damage	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$ 100,000.		
	P 786611	Liability .	Combined		\$		
				·			•
				Perils Insure	L ed Against	Coins. %	Limit of Ljability
			,		<u> </u>		
		Property	Building(s)				
	,	Insurance	Personal Property Business Interruption				
		•	Location:			<u>.l</u>	
		Workmen's		Subject to the	terms of the Workmen'	s	
		Compensation		•	n laws of the state in		
Lagation	s of stall and some		1.11		affords coverage.	<u> </u>	
Location	1 of risk covered, o	r description of auto	mobile or contract	covered, or description	on and location of	operatio	ns or work covered:
A	LL OPERATIONS	OF THE NAMED	INSURED IN AC	CORDANCE WITH PO	DITCY TERMS AN	עט רטאוט	TTIONS
	,				32101 121010 17	10 00,40	
In the ev	vent of any materi	al change in, or car	cellation of, said p	olicies, the undersign	ed company will e	ndeavor t	o give written notice
ro me po Certifica:	any to whom this t te is issued to: Nan	ermicare is issued, i ne and Address	our railure to give s	uch notice shall impo	•		· · · · · · · · · · · · · · · · · · ·
Γ	<del></del>			cortifica	aa ite holder has been		tice of cancellation to
	W. R. GRACE		•	, cermico	ne noidel nas been	endorsed	to policy 140.taz:
	C/O CHUCK HUR 317 MINERAL						
		59923					
	21001, 111.	,		☐ If	an "x" in box -	limits of	liability have been
				in			s or work described
			·	Anvete	tement on reverse s	ida is@=!	<del>'</del>
_				. Ally Sid	1	13/40	<b>"</b>
Dated	ZF:AC:5	1·	2-29-77	**	' VIMUOTI'	$A/\Box D$	Me
ui	·- · · · · · · · · · · · · · · · ·	on_ <u>.</u>	5. 43-11	By	AFECO INSURANCE COM	PANY OF AL	IERICA
				GI	ENERAL INSURANCE COM IRST NATIONAL INSURA	MRANY(GF)	NY OF AMERICA

CF-781 10/74

INSUMANCE IRE BOX- BUTTER LA FEBRE

... Ceaunteale ou Insurance : :

THIS CERTIFICATE IS ISSUED, AS A MATUER OR INFORMATION ONLY AND CONTERS NOTRIGITS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AMEND, EXTEND ON AUTER THE COVERAGE AUTORDED BY THE COULTES (USUED BELOW).

Walt Forbes Company
P. O. Box 2539
Casper, Wy. 82602

NAME AND ADDRESS OF INSURED

Harris Drilling, Inc. P. O. Box 784 Mills, Wy. 82644

$\mathcal{C}$		_/
	/	

COMPANIES	AFFORDING	COVERAGES
AAIIII VIIIIEA	ALL OILDING	OOILINGEO

OMPANY A United States Fidelity & Guaranty Co.

COMPANY B

COMPANY C

COMPANY D

COMPANY E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

	TYPE OF INSURANCE		1	Limits of Liability in Thousands (000)			
COMPANY LETTER		POLICS NUMBER	POLICY EXPIRATION DATE		EACH OCCURRENCE	AGGREGATE	
	GENERAL LIABILITY			BODILY INJURY	s 500	<b>,</b>	
A	COMPPEHENSIVE FORM PREMISES—OPERATIONS EXPLOSION AND COLLAPSE HAZARD	ICC B43554	11/15/78	PHOPERTY DAMAGE	\$ 250	\$ 250	
	UNDERGROUND HAZARD  PRODUCTS/COMPLETED OPERATIONS HAZARD  CONTRACTUAL INSURANCE BROAD FORM PROPERTY DAMAGE INDEPENDENT CONTRACTORS			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$ .	
	PERSONAL INJURY			PERSONAL IN	IJURY	s	
٨	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	s 250	MAN	
Α	COMPREHENSIVE FORM	1CC B43554	11/15/78	BODILY INJURY (FACH OCCURRENCE)	\$ 500		
	HIRED			PROPERTY DAMAGE	\$ 250	- 16 A 4	
	NON OWNED		`	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$		
	EXCESS LIABILITY	Comprehensive Excess		BODILY INJURY AND			
Α	UMBRELLA FORM.  OTHER THAN UMBRELLA FORM	CEP 85817	11/15/78	PROPERTY DAMAGE COMBINED	\$ 1,000	\$ 1,000	
_	WORKERS' COMPENSATION		-	STATUTORY			
•	and EMPLOYERS' LIABILITY			3.6		· · · · · · · · · · · · · · · · · · ·	
<del></del>	OTHER			The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s	\$	IEN HAFFIDE	
	OTHER						
	. "		Į				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Drilling, Code 17755 Continental U.S.A.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10... days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CURREICATE HOLDER

W. R. Grace Company Libby, Montana Date ISSUED Dec. 22, 1977

Jelli Tille

AUTHORIZED REPRESENTATIVE

WRG00820892

ACORD 25 (Ed 2-77)

Insirance IRR BOX- BUTTON CONTROL TO THE BOX

ZUIO.

## Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS AN MAINTER OF INFORMATION ONLY AND CONFERS CO-RIGHTS UPON THE CERTIFICATE HOLDER

NAME AND ADDRESS OF AGENCY  Toole & Easter	COMPANIES AFFORDING COVERAGES			
P. O. Box 3327 Missoula, Montana 59801	COMPANY A United States Fidelity & Guaranty Co.			
	COMPANY DELETTER			
NAME AND ADDRESS OF INSURED  William D. Lake	COMPANY C			
DBA B and B Drilling Box 967	COMPANY D			
Libby, Montana 59923	COMPANY E			

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY			POLICY	Limits of Liability in Thousands (000)			
LETTER	TYPE OF INSURANCE	POLICY NUMBER	EXPIRATION DATE		EACH OCCURRENCE	AGGREGATE	
A	GENERAL LIABILITY  COMPREHENSIVE FORM  PREMISES—OPERATIONS  EXPLOSION AND COLLAPSE	1cc945701	10/15/78	BODILY INJURY PROPERTY DAMAGE	\$ 500. \$ 100.	\$ 1,000.	
ك - كالموات سادا كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمواد كالمو	HAZARD  UNDERGROUND HAZARD  PRODUCTS/COMPLETED OPERATIONS HAZARD  CONTRACTUAL INSURANCE  BROAD FORM PROPERTY DAMAGE  JAMAGE  JUDEPENDENT CONTRACTORS			BODIŁY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$ P. C. C. C. C. C. C. C. C. C. C. C. C. C.	
	PERSONAL INJURY			PERSONAL IN	JURY	\$	
Α	AUTOMOBILE LIABILITY  COMPREHENSIVE FORM OWNED	1CC945701	10/15/78	BODILY INJURY (EACH PERSON) BODILY INJURY (EACH OCCURRENCE)	\$ 100. \$ 300.		
	HIRED  NON-OWNED		·	PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 50.		
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		May a series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of the series of					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Certificate of Insurance issued in connection with drilling test holes at Zonolite mine.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail \_\_\_\_\_ days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

W. R. Grace & Co.

Const. Products Division

P. 0. Box 609

Libby, Montana 59923

DATE ISSUED:\_\_\_\_

October 14, 1977

ALITHORIZED REPRESENTATIVE

TOOLE & EASWER G00820894

ACORD 25 (Ed. 2-77)

Box - Fin

WRG00820895

# RBH/Cole, Clark & Cunningham of Montana, Inc. Terrace West Building, Suite S

October 3, 1977

Terrace West Building, Suite S 619 S.W. Higgins, Missoula, Montana 59801 Telephone 406 728-0630

ROLLINS BURDICK HUNTER

Re: Ureco, Inc. - Workmen's Compensation Coverage

Attached please find Binder of Insurance for the above referenced insured. A Certificate of Insurance will be forthcoming shortly on their renewal policy.

Thank you.

TO

Robyn Kammerer

W.R. Grace & Company 317 Mineral Avenue Libby, Montana 59923

Attention: Chuck Hummell

COLE, CLARK & CUNNINGHAM OF

Cole, Clark & Cunningham, Inc.

Cole, Clark & Cunningham, Inc.

MONTANA, INC.

200 Market Building, Portland, Oregon 97201/Telephone 503 224-9700 619 s.w. Higgins

a subsidiary of ROLLINS BURDICK Missoula, Montana 59801

### BINDER OF INSURANCE

Insurance against loss or damage by the hazards as indicated below is hereby kept covered in the named company and for the limits and coverages inserted, subject to the printed conditions of the named company's standard policy in use as of the effective date of this binder:

Insured URECO, INC.	
Address P.O. Box 70, Columbia Falls,	, Montana 59912
LIMITS	OF LIABILITY
☐ Bodily Injury-Auto Each Person Each Occurrence	Property Damage-Auto     Each Occurrence
□ Bodily Injury-Other Than Auto Each Occurrence Aggregate Products	
☐ Combined Single Limit-Bodily Injury & Pro☐ Auto ☐ Other Than Auto	
Personal Injury-delete excl. "c"  Blanket Contractual  Broad Form Property Damage  Loggers Broad Form Property Damage  Liquor Law Liability	Stop Gap-State  Employees as Additional Insureds Fire Legal Liability - \$ Employee Benefit Liability Broadening Endorsement
AUTOMOBILE	E PHYSICAL DAMAGE
☐ As per schedule on file with Company and ☐ Fire ☐ Theft ☐ CAC ☐ C	d/or Broker  Comp. w/\$ded.   Coll. w/\$ded.
EXCESS	SS COVERAGES
□ Excess	☐ Umbrella Liability
Each OccurrenceSelf Insured Retention	
OTHER COVE	RAGES OR REMARKS
Limit of Liability \$100	0,000.
Workmen's Compensation & Em	nployers Liability
Alaska Pacific Assurance Co	ompany
	7 to 11/01/77 at 12:01 a.m. standard time, y may be issued on the above described risk in lieu thereof.
Insuring Company:	
— Alaska Pacific Assurance  Dated at Donthand Oregon Missoula, Montana	By John 7. Sacia (AUTHORIZED AGENT) WRG00820897

Insurance I Re BOX - STUTE TO LEGISLATION

J. Paul Cahalane

January 26, 1976

E. D. Lovick

Enclosed is a copy of agreement we have made with Euclid, Inc. for us to have available for our use in mine hauling. The unit is projected to be at Libby for an extended period of time, certainly for many months.

As we are responsible for insurance coverage regarding liability, property damage and bodily injury, we are requesting that you take care of this.

The approximate replacement cost of this unit is \$200,000.

A copy of the agreement is enclosed.

EDLovick/jbr

anced on fragients 1/23/16

WRG00820899

WRG00820900

July 🥦 1977

Mr. H. E. Halwag, Director of Insurance Burlington Northern Rallroad 176 East Fifth Street St. Paul, Minnesota 55101

Dear Mr. Halweg:

Enclosed are two copies of a Certificate of Insurance to the Burlington Northern Inc. from Continental Casualty Co., Policy No. CCP 332 7361, expiration date June 30, 1978.

Very truly yours,

CONSTRUCTION PRODUCTS DIVISION W. R. GRACE & CO.

E. D. Lovick Administrative Assistant

EDL/dm Encl. CERTIFICATE OF INSURANCE

### W.R. GRACE & CO.

This is to certify that this Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by such Policy or Policies.

Name and Address of Insured: Burlington Northern Inc. St. Paul, Minn.

Name and Address of Certificate Holder:

CONTINENTAL CASUALTY COMPANY

F Burlington Northern Inc.

[St. Paul, Minn.

]

Type of Insurance

Policy #

Exp. Date

Limits of Liability

- 1)Workmens Compensation Employers Liability
- 2)Comprehensive General Liability
- 3)Comprehensive Auto Liability
- 4) Owners Landlords and Tenants. CCP-332736I 6-30-78
- B.I. 100,000 per person. 500,000 per accident.
- P.D. 500,000 per accident.

Description and location of operations of the Insured: All operations of the Insured.

As Respects: Zonolite Division Plant 4 miles East of Libby Lincoln County, Montana.

In the event of cancellation of the insurance, the Company agrees to give IO day(s) written notice to the party at whose request this Certificate is issued.

Date of Certificate Issuance:

June 30, 1977

Authorized Representative:

WRG00820902

Insirance I Re BOX- BLUTTER LA PROPERTIES

April 27, 1977

Mr. W. E. Bell Burlington Northern Railroad 176 East Fifth Street St. Paul, Minnesota 55101

Dear Mr. Bell:

Enclosed are two copies of a Certificate of Insurance amending the expiration date of Continental Casualty Co. Policy No. CCP906-04-56 to June 30, 1977. This coverage will be included under our blanket liability policy with Continental Casualty Co. for the fiscal policy year June 30, 1977 to June 30, 1978.

A certificate evidencing this coverage will be sent you.

Very truly yours,

COMSTRUCTION PRODUCTS DIVISION W. R. GRACE & CO.

E. D. Lovick Administrative Assistant

EDL/dm Encl.

Their Bole

GRACE

Industrial Chemicals Group

W.R. Grace & Co. 62 Whittemore Avenue Cambridge, Mass. 02140

(617) 876-1400

April 21, 1977

TO: Earl Lovick - Zonolite/Libby

FROM: J. Paul Cahalane

RE: Burlington Northern Inc. Liability Insurance

Libby, Montana

Enclosed are 3 copies of a Certificate of Insurance to the Burlington Northern Inc. amending the expiration date of the Continental Casualty Co. policy #CCP 906-04-56 to June 30, 1977. This coverage will then be included under our Blanket Liability Policy with the Continental Casualty Co. for the fiscal policy year 6/30/77 to 6/30/78. The certificate evidencing this coverage will be sent to you at that time. Please forward the enclosed to the Burlington Northern.

J./Paul=Cahalane

JPC/smb

CC: J. O. Lott - Grace/New York

### W.R. GRACE & CO.

This is to	certify	that this	Certificate	of Insura	nce neither	affirmativel	y nor
						such Policy	

Name and Address of Insured:

Burlington Northern Inc. St. Paul, Minnesota

Name and Address of Certificate Holder:

CONTINENTAL CASUALTY COMPANY

Burlington Northern Inc.

St. Paul, Minnesota

Type of Insurance

·Policy #

Exp. Date

Limits of Liability

- 1)Workmens Compensation Employers Liability
- 2)Comprehensive General Liability
- 3)Comprehensive Auto Liability

4)Owners Landlords CCP9060456 6/30/77 and Tenants Liability

B.I. \$100,000 each person

B.I. \$500,000 each occurrance

Insurance

P.D. \$500,000 each occurrance

Description and location of operations of the Insured: All operations of the Insured, as respects Zonolite Division Plant

4 Miles East of Libby,

Lincoln County

Montana

In the event of cancellation of the insurance, the Company agrees to give  $\frac{10}{\text{day(s)}}$  written notice to the party at whose request this Certificate is issued.

Date of Certificate Issuance:

4/20/74

Authorized Representative:

WRG00820906

J. Paul Cahalane

March 11, 1977

E. D. Lovick

Liability insurance

Enclosed is a letter from Burlington Northern concerning expiration of our present policy.

Will you please handle and advise

Thanks.

EDLovick/dm

Enclosure



VICE PRESIDENT AND CONTROLLER DIVISION

176 East Fifth Street St. Paul, Minnesota 55101 Telephone (612) 227-0911 298-3129

Mr. E. D. Lovick
W. R. Grace & Company
P O Box 609
Libby, MT 59923

March 8, 1977

Dear Mr. Lovick:

Continental Casualty Co. Policy CCP 906-04-56 with limits of \$100,000/500,000/500,000 expires April 20, 1977. This covers your company for a suspension bridge and loading dock at Libby, Montana, Permit 50756.

Will you please provide this office with a copy of the renewal policy prior to the expiration date.

Yours truly,

W. C. Deel

W. E. Bell

Acting Director, Insurance

/jk

Contract G-40899

INSIVANCE I RR BOX - BUILDER BOX - BUILDER

May 5, 1977

Mr. Frank Collier Yardley Drilling Co. East 5520 Sinto Spokane, Washington 99206

Dear Mr. Collier:

Enclosed is the requested Certificate of Insurance covering your 1967 International trailer.

Very truly yours,

CONSTRUCTION PRODUCTS DIVISION W. R. GRACE & CO.

E. D. Lovick Administrative Assistant

EDL/dm Encl.

# Continental Casualty Company



#### **CERTIFICATE OF INSURANCE**

The Policy identified below by a policy number is in force on the date of Certificate Issuance. Insurance is afforded only with respect to those coverages for which a specific limit of liability has been entered and is subject to all the terms of the Policy having reference thereto including Umbrella Excess Third Party Liability Insurance a provision requiring the maintenance of underlying insurance or self insurance. This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded under any policy identified herein.

#### W. R. GRACE & CO.

NAME AND ADDRESS OF INSURED

W. R. Grace & Co., Zonolite Division

P. O. Box 609

Libby, Montana 59923

NAME AND ADDRESS OF CERTIFICATE HOLDER

Yardley Drilling Co. East 5520 Sinto Spokane, Washington 99206 DATE OF CERTIFICATE ISSUANCE

May 2, 1977

20 elham Sellam

Authorized Representative

Type of Insurance	Policy No.	Exp. Date	Limits of Liability
Workmen's Compensation Employers' Liability	WC 1599420	6/30/79	Statutory \$ 500,000
Comprehensive General Liability Comprehensive * Automobile Liability	CCP 2483440	6/30/79	B.I. \$1,000,000 P.D. 1,000,000
			·

Description and location of operations of the Insured: All operations of the Insured

\* Yardley Drilling Co. named additional insured on the above named policy for lease vehicle, 1967 International R190 Bulk Tank Truck, serial #450230169

In the event of cancellation of this insurance the Company agrees to give 30 days written notice to the party at whose request this certificate is issued.

WRG00820911

Signed Copies Union Contract
Official 6-1-75

TER- BOXKE



Earl D. Lovick

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## MEMORANDUM OR AGREEMENT

This Memorandum of Agreement is entered into betwen the Construction Products Division, W. R. Grace & Co., Libby, Montana, hereinafter called the "Company" and the International Union of Operating Engineers, Local No. 361, hereinafter called the "Union."

Both parties hereby mutually agree that all the provisions and terms of the current Collective Bargaining Agreement between the Company and the Union effective June 1, 1972 through May 31, 1975, will be continued in full force and effect from 12:01 A.M. on Sunday, June 1, 1975 until midnight Wednesday, May 31, 1978, subject only to the following amendments and conditions:

- 1. On Page 21, 5th paragraph, add the words "sex and age" to the non-discrimination sentence.
- 2. On Page 2, add at the end of Section 1: "All masculine pronouns. titles and references in this agreement include the feminine gender.
- 3. On Page 15, change Section 11 to: Any employee scheduled to work and reporting at the parking lot, unless notified two hours prior to his reporting time not to report, shall receive four hours pay, except for causes beyond the direct control of the Company. Mechanical failures are not to be construed as beyond the direct control of the Company.
- 4. On Page 13, 3rd paragraph, change first sentence to read:
  "In the event of call-outs, during non-scheduled working hours,
  overtime shall be paid from the time an employee arrives at the
  parking lot until he returns to the parking lot, with a minimum
  of four hours pay."

- 5. On Page 13, 1st paragraph, add at the end of that paragraph: "If an employee is temporarily transferred to a lower paid job, he shall continue to receive his regular classification of pay." 6. On Page 18, 2nd paragraph, add at the end of that paragraph, "When an employee bids and is awarded a sick bid in a different department, he shall retain all seniority rights in his former department. He will have no seniority or rights in the department of the sick bid except that if the sick bid job becomes permanent, the employee's department seniority will revert to the date the sick bid is awarded.
- 7. On Page 19, 3rd paragraph, delete from that paragraph:
- · "2. Patrol Operator to End Loader" and renumber 3 to 2.
  - 8. On Page 15, Section 12, add: "11. Warehouse" to the departments of the Company.
- 9. On Page 15, 1st paragraph, change to read: "In the Garage, Sheet Metal Shop, Machine Shop, Electric Shop, Construction

  Department and for those employees employed and classified in any of the Millwright Classifications, the advancement or progression of the employees will be done as the Company supervisors feel the employee has made progress in his skills and has the ability and qualficiations to fill the next higher position.

For those employees in Helper positions, in the event they have not been advanced in six months, and for other employees below the top classification in the department who have not been advanced in one year, the Company will review the reasons with the employee who wishes to know why he has not been advanced.

The employee's Union representative may be present at such review if requested."

- 10. Page 5, Article 6 (D) (C) Change the second sentence to read:

  "Within 10 days after these names are submitted, the arbiter shall be
  chosen by the Union and the Company alternately striking one name from the list."

  11. Page 21, after the 5th paragraph, add the following: "Pregnant employees
  may continue working up to their seventh month (7th) or pregnancy provided they
  are able to meet attendance, performance and other bona fide occupational
  requirements. Thereafter, they may request a leave of absence if their pregnancy is validated upon submission of a physiciah's certificate until six (6)
  weeks after the termination of the pregnancy during which she shall continue
  to retain seniority. During her leave of absence, the vacancy may be filled
  for the term of the leave of absence and will be posted as a temporary bid.
  Each pregnant employee shall report the pregnancy to her supervisor at the
  earliest possible time. If the employee does not desire to return to work
  following the pregnancy, she should resign before the seventh (7th) month
  of pregnancy.
- 12. On Page 4, make the following changes in Section 6:
  - A. Any employee with a problem or complaint, shall first take it up with the immediate supervisor, or their designated representative, of the department involved, either alone or with the departmental Shop Steward or his duly designated representative within ten (10) days of the problem occurring. The supervisor shall give the employee an answer within ten (10) days.

B. Change the words "operations manager" to "department superintendent." Add at the end of the paragraph: "The department superintendent shall give the employee an answer within ten (10) days."

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- C. Add at the end of the paragraph: "The Company shall give the Union its answer within thirty (30) days of the grievance meeting unless an extension is mutually agreed to."
- 13. On Page 2, Article 2, add the following: "The Company will be notified in writing of who the Shop Stewards and Union Officials are and will be notified promptly in writing of any changes."
- 14. On Page 13, 2nd paragraph, delete the word "overtime" from the sentence.
- 15. On Page 19, 5th paragraph, change the first sentence to read: "If it is necessary for any reason to decrease the number of employees in a department, the employee with the longest departmental seniority will be kept at the highest grade for which he is qualified and desires to hold."

  16. On Page 21, after the 3rd paragraph, insert the following new paragraph: "In cases of Industrial Accident or Industrial Disease, where the Company questions the physical ability of an employee, the employee shall submit to a physical examination by a qualified medical doctor satisfactory to the Company and the employee to determine his physical qualifications to perform a given job. If a nedical opinion indicates the employee's physical incapacity to continue on his job, such

employee may exercise his plant-wide seniority rights to displace an employee having less seniority, in a job for which such incapacitated employee is then qualified.11 17. On Page 25, change Article 17 to read: "Bereavement Leave. In the event of death in an employee's immediate family, which shall be defined as spouse, father, mother, sister, brother, children or grandchildren, the employee shall be entitled to leave of absence with pay, at his regular classified rate for a maximum of three (3) regular scheduled work days, or in the event of death of grandfather, grandmother, father-in-law or mother-inlaw, for one (1) regular scheduled work day, provided the leave of absence is taken during the period between the date of death and the day following the funeral, both inclusive, and provided further that the employee is prepared to offer valid proof of death upon request of the Company." 18. On Page 13, 4th paragraph, change to read: "Except where there has been at least eight (8) hours advance notification of overtime before the beginning of his reporting time, when an employee is required to work in excess of two (2) hours past his regular eight (8) hour shift, an employee will have earned and will receive a hot meal and beverage. This hot meal and beverage shall be provided on the job site between the second and third hour of overtime. This provision shall then apply every four (4) hours the employee works continuously thereafter."

On Page 16, after the 3rd paragraph, insert: 'When officially requested by the Union in writing, leaves of absence without pay for the purpose of holding elected or appointed public office or Union office for a period not to exceed one year, shall be granted to not more than three employees at any time. This number may be increased by mutual consent of the Union and Company.  $T_h$ ese leaves may be extended for additional one-year periods upon the written request of the employee and the Union to the Company. Said employees shall continue to retain seniority during their leave of absence for the purpose of regaining employment in the same grade or below the grade he left." 20. On Page 19, after the 4th paragraph, insert: "In assigning millwrights to shift work within Millwright classifications, job seniority will prevail providing, in the opinion of the Company, junior qualified employees are available to perform rotating shift assignments." 21. On Page 8, 4st paragraph, change last sentence to: "All employees, when working five-day work schedules or 10-4 schedules, shall be rotated with consecutive days off, and their work schedule will be posted. If the employee's scheduled days off are changed within the period starting twenty-four (24) hours prior to and including the scheduled days off, he shall be paid overtime for the time he works on the formerly off-scheduled days."

22. On Page 16, 4th paragraph, delete the first sentence and substitute: "Temporary vacancies in non-shift jobs may be filled for up to 30 working days by temporary transfer of the senior qualified employees desiring the position who are in the same department.

Temporary vacancies in shift jobs where employees relieve each other and the operation must continue, may be filled either:

- By temporary transfer of the senior qualified employee
   on the same shift and in the same department when eighteen
   (18) or more hours advance notice is given to the Company
   by the absent employee for up to 30 working days, or:
- 2. By assigning the work in order of preference, first to the senior employee working on the same job on the preceeding shift; second, to the senior employee working the same job on the succeeding shift; third, to the senior employee working the same job on the off shift, if any, and fourth, to any available qualified employee."
  New or temporary positions will be posted for bid within thirty

New or temporary positions will be posted for bid within thirty (30) working days."

23. On Page 16, 4th paragraph, delete the second sentence and substitute: "A job opening will be posted on all department bulletin boards for four work days, excluding the day it is posted, Saturdays, Sundays, and holidays. Departmental seniority in the department the job opening occurs will have preference over Company seniority for awarding the bid: If there are no bids from within the department, the job opening

will be awarded according to Company seniority. Subsequent openings, if filled, will be posted for bid within seven (7) work days thereafter."

- 24. On Page 19, 4th paragraph, change to read: "In the mine department, it is understood that job seniority will prevail over department seniority only for the purpose of choice of equipment and overtime determination."
- 25. On Page 16, after the 3rd paragraph, and after Union Proposal 26, add the following: "Other employees may be granted leaves of absence without pay by the Company for other reasons for a reasonable period of time as determined by the Company."
- 26. On Page 2, Article 2, insert as new 2nd paragraph:

  "The designated full-time Union representative who wishes
  to visit the Company premises for Union business shall be
  permitted to enter the plant when necessary with permission
  of the Industrial Relations Department."

### COMPANY COUNTER PROPOSALS ON VACATIONS

27. Pages 21, 22 and 23, regarding Article 13, delete entirely and substitute:

Article 13: Vacation

Section 1: The Company shall grant employees vacation with pay under the following conditions:

- (a) An employee who worked not less than 1200 hours during the calendar year immediately preceding January 1 of the year in which vacation is taken shall be eligible for one (1) week's vacation and shall receive one week's pay.
- (b) An employee who worked an average of not less than 1200 hours per year during the three (3) consecutive calendar years immediately preceding January 1 of the year in which vacation is taken shall be eligible for two (2) weeks' vacation and shall receive two weeks pay.
- (c) An employee whose name was included on the Company's payroll records during the eight (8) consecutive calendar
  years immediately preceding January 1 of the year in which
  such vacation is taken shall be eligible for three (3)
  week's vacation and shall receive three week's pay.
- (d) An employee whose name was included onthe Company's payroll records during the fifteen (15) consecutive calendar
  years immediately preceding January 1 of the year in which
  vacation is taken shall be eligible for four (4) week's
  vacation and shall receive four week's pay.

(ê) An employee whose name was included on the Company's payroll records during the twenty-five (25) consecutive calendar years immediately preceding January I of the year in which vacation is taken shall be eligible for five (5) week's vacation and shall receive five week's pay.

In the event of a lay-off, vacation time would not be accrued during the lay-off period, unless the employee laid off had five years or more seniority at the time of the lay-off.

Employees having five years or more seniority at time of a lay-off would continue to accrue vacation for six (6) months after lay-off. It shall be necessary for the employee to return to work to obtain such accumulated vacation.

Any employee unable to work by order of a Doctor of Medicine because of an Industrial Accident incurred in service with the Company, or because of other illness, shall continue to accumulate vacation for a period of six (6) months. It shall be necessary for the employee to return to work to obtain such accumulated vacation.

All paid vacations will be paid at the employee's basic straight time rate of pay. One (1) week shall be deemed to mean any seven (7) day period for which 40 straight time hours shall be paid if the Company operated 26 or less six-day weeks the previous calendar year; for which 48 straight time hours shall be paid if the Company operated 27 or more six-day weeks the previous calendar year.

Section 2: Vacations shall only be taken in periods of one (1) or more weeks, except that an employee may take up to one week of his vacation one day at a time, provided that such days are scheduled with the

Company in advance. Vacations cannot be accumulated and carried over into any subsequent calendar year. All employees with accrued vacation will be allowed to schedule these vacations when they choose, provided replacements are available for them during the period they are on vacation, as determined by the Company. In scheduling the dates of vacation, the Company will consider the wishes of the employee and give him as much choice as possible without jeopardy to continuous plant and departmental operation. An employee on vacation who is recalled to work will receive double time pay in addition to this vacation pay for the time worked. When a paid holiday occurs during an employee's vacation, the employee may elect to be paid for the holiday or to take another day off with pay at a time suitable to himself and the Company. Should a death occur in the family of an employee who is on vacation, the employee may use his bereavement leave, and his vacation may be rescheduled at a later suitable date.

Section 3: At the time of lay-off or termination for any other reason, an employee shall be entitled to pay in lieu of vacation earned in the calendar year or years immediately preceding January 1 of the current year under the provisions of this Article.

At the time of resignation after one (1) calendar week's prior notice to the Company, retirement or death, an employee shall be entitled to pay in lieu of vacation credit accrued in the current year under the provisions of this Article, to the extent of one-twelfth (1/12) of the annual vacation for each calendar month in which such employee works 100 hours.

- 28. On Page 8, Article 8, add to the list of holidays, "the day before Christmas."
- 29. On Page 24, delete the first paragraph and substitute: 'Benefits due an employee from Workmen's Compensation or Company Group

  Insurance will be non-deductible from sick leave benefits.''
- 30. On Page 3, at the end of Article 4, add: 'When non-warranty maintenance work is done by a contractor on the job site, the contractor shall be accompanied by a member of the Union for the purpose of assisting and/or on-the-job training. This does not include work done on a service contract.'
- 31. On Page 21, 3rd paragraph, last sentence, change to: "In cases of sickness or accident, the employee may be required to have a written release from a Doctor of Medicine before returning to work."
- 32. On Page 24, 3rd paragraph, last sentence, change to: "A Doctor's Certificate verifying inability to work may be required for each day lost before payment will be made."
- 33. On Page 10, 6th paragraph, delete and change to: "The Company will notify the employees of its intent to observe holidays thirty (30) days in advance of such holidays and will post work schedules for the department five (5) calendar days in advance of the holiday. If this advance notice is not given, the employee may decide whether or not to work the holiday if requested."
- 34. On Page 8, change paragraph 2 to read as follows: "If overtime work is required, employees normally employed in doing that type of work will be preferred according to seniority, in a department,

on the same shift, providing that they are available and that in no case will such preference, in the opinion of the Company, result in lost time or unreasonable costs. For additional help anticipated on week-end work, the Company will post a notice on Tuesday regarding this anticipated week-end overtime. Employees may sign up for week-end overtime on Tuesday and Wednesday. If those who sign up do not fill required skills, then employees may be appointed, subject to consideration by the Company of each individual's preference and seniority. The overtime list will be posted by Thursday. This does not apply to millwrights and mine maintenance crews. Upon posting of the overtime list, those employees will be considered as scheduled for week-end work and will be subject to all rules concerning absenteeism. Overtime in this paragraph is construed to be extra work and does not apply to regularly scheduled crews.

- 35. On page 19, after the 4th paragraph insert: "In the Laboratory, in assigning Assayers and Chief Assayers to shift work, job seniority will prevail, providing, in the opinion of the Company, junior qualified employees are availabel to perform rotating shift assignments."
- 36. (Not included in the Contract).

  The Company and the Union will develop a mechanical and electrical training program to educate and upgrade maintenance personnel after the conclusion of the pre-contract negotations.
- 37. (Not included in the Contract).

  For 1975 only, vacation that will be accumulated by January 1, 1976, shall be considered earned as of June 1, 1975; however, for those who have earned vacations between June 1, 1975 to October 1, 1975, they may be scheduled in the last half of 1975; for those who have earned WRG00820926

vacations between October 1, 1975 through December 31, 1975, they may be scheduled in the first half of 1976.

38. (Not included in the Contract).

> The Company and the Union will form a committee to re-arrange and re-title the Collective Bargaining Agreement.

Effective January 1, 1976, the Company will conform to the Employee 39. Retirement Income Security Act of 1974 (Pension Reform Act) except where a law or regulation pertaining thereto has a later effective date.

Further, effective January 1, 1976, the Pension Retirement Plan will be changed as follows:

- (a) Participation in the plan for each employee will be changed from after five years of comminmous employment to after one year of continuous employment.
- (b) Employees who had waited fire years for participation in the plan will be retmoactively granted participation in the plan after one year of continuous employment so that the new waiting period of one year will apply to them.
- (c) Vesting of employee pension benefits in the plan will be changed to provide that an employee's accrued benefit is 100% vested after ten (10) years of credited pension service.
- (d) Effective January 1, 1976, all past and future pension service will be increased to the \$6.25 per employee per month benefit level.

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- (e) Effective January 1, 1976, the Pension Plan will provide that six months after an employee becomes permanently totally disabled after ten (10) years of credited pension service, he will be entitled to an accrued pension disability benefit at the then current benefit level multiplied by his years of credited pension service without an actuarial reduction.
- 40. (Not included in the Contract).
  - Effective January 1, 1976, for those employees who retired between January 1, 1975 and December 31, 1975, they will be entitled to the Pension Plan improvements which become effective January 1, 1976.
- 41. The present Group Insurance will be continued except for the following changes:
  - 1. Hospital Room and Board Coverage:
  - (a) Effective June 1, 1975, increase from \$45/day to \$55/day
  - (b) Effective June 1, 1976, increase from \$55/day to \$60/day
  - (c) Effective June 1, 1977, increase from \$60/day to \$65/day
  - Hospital Miscellaneous:
  - (a) Effective June 1, 1975, increase from \$750 maximum to \$900 maximum.
  - 3. Surgical Schedule:
  - (a) Effective June 1, 1975, increase from \$540 schedule to \$600 sehedule
  - (b) Effective June 1, 1976, increase from \$600 schedule to \$720 schedule.
  - 4. Major Medical:
  - (a) Effective June 1, 1975, increase from \$10,000 maximum with \$100 deductible per family member to \$25,000 maximum

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